

# CHOICEAMERICA™

Plan A

## Certificate of Insurance



**THE MASTER POLICY IS NOT A COMPREHENSIVE OR FULL-COVERAGE ACCIDENT AND HEALTH INSURANCE POLICY, NOR IS IT A MAJOR MEDICAL PLAN. RATHER, IT PROVIDES LIMITED SCHEDULED BENEFITS TO INSURED PERSONS, AS OUTLINED HEREIN, WHILE THEY ARE TRAVELING OR TEMPORARILY RESIDING OUTSIDE THEIR HOME COUNTRY.**



**IMPORTANT NOTICE REGARDING PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA):** This insurance is not subject to, and does not provide benefits required by, PPACA. On January 1, 2014, PPACA requires United States citizens, United States nationals and resident-alien to obtain PPACA compliant insurance coverage unless they are exempt from PPACA. Penalties may be imposed on persons who are required to maintain PPACA compliant coverage but do not do so.

Eligibility to purchase or extend this product, or its terms and conditions, may be modified or amended based upon changes to applicable law, including PPACA. Please note that it is solely your responsibility to determine if PPACA is applicable to you and the Company and IMG shall have no liability whatsoever, including for any penalties that you may incur, for your failure to obtain required PPACA compliant coverage.

# Table of Contents

- Benefit Summary .....3
- A. Schedule of Benefits / Benefit Summary .....5
- B. Agreement.....5
- C. Conditions and General Provisions .....5
- D. Eligibility ..... 11
- E. Pre-Certification Requirements ..... 11
- F. Eligible Medical Expenses.....12
- G. Common Carrier Accidental Death.....13
- H. Cruises Within the United States, Canada or Mexico: .....14
- I. Emergency Medical Evacuation ..... 14
- J. Lost / Stolen Passport .....15
- K. Return Of Mortal Remains.....15
- L. Exclusions .....15
- M. Definitions.....19

# BENEFIT SUMMARY

Coverage Limit / Maximum Amount for Eligible Medical Expenses	
Period of Coverage	Twelve (12) continuous months of maximum coverage
Certificate Period	Refer to the Declaration page for the Effective and termination dates of coverage
Period of Coverage Maximum Limit	\$50,000
Age Limit:	15 days to 75 years of age
Extension Option	Extension Limits: After initial Certificate Period, extensions may be purchased up to the maximum Period of Coverage Refer to the EXTENSION/AMENDMENT OF BENEFITS provision for complete details
Area of Coverage	United States, Canada, and Mexico only (North America)
Deductible for Eligible Medical Expenses Per Certificate Period	
Deductible	Refer to the Declaration page
Coinsurance for Eligible Medical Expenses Per Certificate Period	
Coinsurance	Plan pays 100% The insured is responsible for Charges that are not considered Eligible Medical Expenses and exceed the Maximum Limits stated in the Inpatient Services, Outpatient Services, Emergency Services, and Other Services sections of this Benefit Summary.
Pre-certification	
<ul style="list-style-type: none"> <li>▪ Medical Evacuation: No coverage if Pre-certification requirements are not met. Refer to the MEDICAL EVACUATION provision for complete requirements and coverage.</li> <li>▪ If Treatments &amp; supplies are not pre-certified, Eligible Medical Expenses will be reduced by fifty percent (50%). Refer to PRE-CERTIFICATION REQUIREMENTS, SPECIFIC REQUIREMENTS, provision for a complete list of services that require pre-certification.</li> <li>▪ Deductible is taken after reduction.</li> <li>▪ Coinsurance is applied to remainder of the reduced amount.</li> </ul>	
Inpatient Services Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Maximum Limits per Certificate Period	
Benefit	Limits
Pre-admission Testing	Maximum: \$1,100
Inpatient Physician <ul style="list-style-type: none"> <li>▪ Visit Limit: 1 per day</li> <li>▪ Maximum Visit Limit: 30</li> </ul>	Maximum per Visit: \$65
Specialist Consultation <ul style="list-style-type: none"> <li>▪ Must be ordered by attending Physician</li> </ul>	Maximum per Consultation: \$450
Hospital / Room & Board <ul style="list-style-type: none"> <li>▪ Average semi-private room rate</li> <li>▪ Includes miscellaneous Charges and Ancillary Services</li> <li>▪ Maximum Days: 30</li> </ul>	Maximum per Day: \$1,400
Intensive Care <ul style="list-style-type: none"> <li>▪ Maximum Days: 8</li> </ul>	Additional Benefit per Day: \$660
Private Duty Nursing	Maximum: \$550
Surgeon	Maximum per Surgical Session: \$3,300

<b>Outpatient Services</b> Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Maximum Limits per Certificate Period	
Benefit	Limits
Assistant Surgeon	Maximum per Surgical Session: \$825
Anesthesia	Maximum per Surgical Session \$825
<b>Outpatient Services</b> Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Maximum Limits per Certificate Period	
Outpatient Physician <ul style="list-style-type: none"> <li>▪ Daily Visit Limit: 1</li> <li>▪ Maximum Visit Limit: 10</li> </ul>	Maximum per Visit: \$65
Diagnostic Laboratory and Radiology	Maximum: \$800
Hospital Emergency Room	Maximum per Visit: \$330
Surgical Facility	Maximum per Surgical Session: \$900
Surgeon	Maximum per Surgical Session: \$3,300
Assistant Surgeon	Maximum per Surgical Session: \$825
Anesthesia	Maximum per Surgical Session: \$825
Physical Therapy: United States <ul style="list-style-type: none"> <li>▪ Daily Visit Limit: 1</li> <li>▪ Maximum Visit Limit: 12</li> </ul>	Maximum per Visit: \$40
Extended Care Facility <ul style="list-style-type: none"> <li>▪ Maximum Days: 15</li> <li>▪ Upon direct transfer from acute care Hospital</li> </ul>	Maximum per Day \$200
Prescriptions	Maximum: \$250
<b>Emergency Services</b> NOT Subject to Deductible or Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Maximum Limits per Certificate Period	
Common Carrier Accidental Death	Insured Person Maximum: \$5,000 Family Maximum: \$25,000
Emergency Local Ambulance <ul style="list-style-type: none"> <li>▪ Subject to Deductible</li> <li>▪ Injury</li> <li>▪ Illness resulting in a Hospitalization admission</li> </ul>	Maximum: \$450
Emergency Medical Evacuation <ul style="list-style-type: none"> <li>▪ Approved in advance and Coordinated by the Company</li> <li>▪ Not subject to Period of Coverage Maximum Limit</li> </ul>	Maximum: per Evacuation \$50,000
Return of Mortal Remains <ul style="list-style-type: none"> <li>▪ Return of Insured Person's Mortal Remains to Country of Residence</li> <li>▪ Approved in advance and Coordinated by the Company</li> </ul>	Maximum: \$7,500 Local Burial/Cremation Maximum: \$5,000
<b>Other Services</b> Subject to Deductible unless otherwise noted. Charges are Subject to Usual, Reasonable, and Customary Maximum Limits per Certificate Period	
Dental Accident	Maximum: \$550
Lost or Stolen Passport	Maximum Limit: \$100
Terrorism	Maximum Limit: \$50,000

- A. SCHEDULE OF BENEFITS / BENEFIT SUMMARY:** Subject to the Terms of this insurance and the insurance plan shown in the Declaration, the insurance plan is available to the Insured Person while outside his/her Home Country and offers benefits and coverage arising out of Injury or Illness incurred while the insurance plan shown in the Declaration is in effect.
- B. AGREEMENT:** Sirius International Insurance Corporation (publ) (the Company) promises and agrees to provide the Insured Person with the benefits described in the Master Policy, as outlined herein and coverage for which is certified hereunder by the Company. The Company makes this promise and agreement in consideration of the Assured's Application, the accuracy and truthfulness of the Insured Person's Application and payment of Premium, and subject to all of the Terms of the Master Policy as contained therein, including any Riders. The Master Policy is effective as of April 01, 2017, and shall remain in effect until terminated in accordance with the CONDITIONS AND GENERAL PROVISION, TERMINATION OF MASTER POLICY provision. This Certificate shall be effective as of the Effective Date of Coverage shown on the Declaration, and shall remain in effect until terminated in accordance with the CONDITIONS AND GENERAL PROVISION, TERMINATION OF COVERAGE FOR INSURED PERSONS provision. This Certificate is not part of the insurance contract. The contract is the Master Policy, the Application, the Declaration and any applicable Riders. This Certificate is merely a description of and evidence of the Insured Person's rights and benefits under the contract. The Declaration likewise is evidence of the coverage under the contract and a statement of the Effective Date of Coverage, subject always to the terms of coverage contained within the contract. The Company hereby recognizes International Medical Group®, Inc., as the Company's authorized agent and representative, and as the Plan Administrator of the Master Policy and this Certificate. Subject to the CONDITIONS AND GENERAL PROVISIONS and SERVICE OF SUIT; VENUE; CHOICE OF LAW; TRIAL BY COURT provisions, all communications, notices and payments to the Company that are required or permitted under the Master Policy and/or as described in this Certificate should be transmitted through the Plan Administrator, and receipt of same by the Plan Administrator shall be considered receipt by the Company. THIS INSURANCE IS ISSUED PURSUANT TO APPLICABLE SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF STATE INSURANCE GUARANTY LAWS TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.
- C. CONDITIONS AND GENERAL PROVISIONS:** The following Terms are conditions precedent to the Company's liability under the insurance provided to the Insured Person pursuant to and in accordance with the Terms of the Master Policy, as represented by this Certificate (such insurance being sometimes referred to herein as "this insurance" or "the plan"):
- (1) **ENTIRE AGREEMENT:** The Master Policy, including the Application, the Declaration, and any Riders, ~~shall which constitutes the entire agreement among the Company, the Assured, and the Insured Person~~ between the Insured Person, the Assured and the Company ("Insurance Contract"). This Certificate, including the Application, the Declaration, and any Riders, is an outline and evidence of the insurance provided by the Master Policy. This Certificate does not extend or change the coverage provided by the Master Policy. The insurance evidenced by this Certificate is subject to all Terms of the Master Policy, including the Application, the Declaration, and any Riders.
- (2) **PREMIUM:** Payment of required Premium shall be remitted to the Company on or before the Effective Date of Coverage. In accordance with the CANCELLATION BY INSURED PERSON provision, the Insured Person has the right to cancel the Certificate and to have the premium refunded if, after examination of the Certificate, the insured person is not satisfied for any reason.
- (3) **CLAIMS NOTIFICATION:** All claims and related claim information should be filed with the Company through the Plan Administrator at the contact information below, or online at <http://myimg.imglobal.com>, as soon as possible:
- International Medical Group  
 Attn: Claims Department  
 PO Box 88500  
 Indianapolis, IN 46208-0500  
 USA
- (4) **PROOF OF CLAIM:** When the Company receives notice of a claim for benefits under this insurance from or on behalf of an Insured Person it will provide the Insured Person with a claim form for filing Proof of Claim:
- (a) The following items must be submitted by or on behalf of the Insured Person to be considered a complete Proof of Claim eligible for consideration of coverage under this insurance.
- (i) a duly completed, timely submitted, and signed claim form and authorization for release of information; and
  - (ii) all original itemized bills and statements of services rendered from all Physicians, Hospitals and other healthcare or medical service providers involved with respect to the claim; and
  - (iii) all original receipts for any costs, fees or expenses that have been incurred or paid by or on behalf of the Insured Person with respect to the claim, including without limitation all original receipts for any cash and/or credit card payments. The provider of service's full name, address, telephone number (including area/country code), date of service, description of services (applicable procedure codes), and diagnosis code must be included on the receipts.

- (b) The Insured Person and/or Physician, Hospital and other healthcare and medical service providers and supplier shall have ninety (90) days from the date a claim is incurred to submit a complete Proof of Claim, The Company at its option may pend resolution and adjudication of submitted claims and/or may deny coverage due to:
- (i) an incomplete Proof of Claim; and/or
  - (ii) failure to submit a Proof of Claim.

The Company at its option may waive the requirements regarding submission of a new claim form for subsequent claims incurred by an Insured Person relating to a continuing illness, injury, or other medical condition for which a properly completed and signed claim form has previously been submitted and received.

- (5) **APPEALING A CLAIM:** In the event the Company denies all or part of a claim, the Insured Person shall have sixty (60) days from the date that the notice of denial was mailed to the Insured Person's last known residence or mailing address within which to appeal the determination. The Insured Person must file two (2) appeals prior to bringing any legal action under the contract of insurance. The Insured Person should submit a written request for an appeal along with comments, all relevant, pertinent or related documents, medical records, and other information relating to the claim. The Company's review will take into account all comments, documents, records, and other information submitted by the Insured Person relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. Upon receipt of a written appeal, the Company shall have an opportunity for further reasonable investigation and/or review as set forth in the EXTENSION/AMENDMENT provision, and will respond in writing as soon as reasonably practicable, and in any event within ninety (90) days from receipt thereof.

The appeal must be sent to:

International Medical Group  
Attn: Benefit Review  
2960 N. Meridian Street  
Indianapolis, IN, 46208  
USA

- (6) **ASSIGNMENT, CHANGE OR WAIVER:** Notwithstanding any law, statute, judicial decision, or rule to the contrary which may be or may purport to be otherwise applicable within the jurisdiction, locale or forum state of any healthcare or medical service provider, no transfer or assignment of any of the Insured Person's rights, benefits or interests under this insurance shall be valid, binding on, or enforceable against the Company (or the Plan Administrator) unless first expressly agreed and consented to in writing by the Company. Any such purported transfer or assignment not in compliance with the foregoing Terms shall be void *ab initio* and without effect as against the Company (or the Plan Administrator), and the Company shall have no liability of any kind under this insurance to any such purported transferee or assignee with respect thereto. The Terms of the Master Policy as evidenced by this Certificate shall not be waived, modified or changed except by the express written agreement of the Company.
- (7) **SERVICE OF SUIT; VENUE; CHOICE OF LAW; TRIAL BY COURT:** No action at law or in equity can be brought by an Insured Person to recover on the contract of insurance prior to the later of (a) expiration of the later of sixty (60) days after written Proof of Claim has been furnished in accordance with the contract of insurance or (b) exhaustion of two (2) appeals under the APPEALING A CLAIM provision. No action at law or in equity can be brought after the expiration of three (3) years after the time written Proof of Claim is required to be furnished under the contract of insurance. The contract of insurance between the Insured Person and the Company as represented by the Master Policy and evidenced by this Certificate shall be deemed issued, finalized and made in Indianapolis, Indiana. Sole and exclusive jurisdiction and venue for any court action or administrative proceeding relating to this insurance shall be in Marion County, Indiana, for which the Insured Person expressly consents. The subjects, risks and benefits of insurance covered by the Master Policy and evidenced by this Certificate are not intended or considered by the Insured Person or the Company (or the Plan Administrator) to be resident, located, or to be performed in any particular State of the United States. Indiana surplus lines law shall govern all rights and claims raised under this Certificate of Insurance.

In the event of the failure of the Company to provide benefits or pay or reimburse any amount claimed to be due under this insurance, the Company, at the request of the Insured Person and upon receipt of lawful process or summons, will submit to the jurisdiction of a court of competent subject matter jurisdiction located in Marion County, Indiana, provided there exists an independent statutory and constitutional basis for *in personam* jurisdiction over the Company in said court and by said forum State. The Company and the Insured Person consent to personal jurisdiction and venue in the Circuit and/or Superior Courts of Marion County, Indiana, and in the United States District Court for the Southern District of Indiana, Indianapolis Division (assuming that federal jurisdiction is otherwise appropriate and lawful). All trials regarding any dispute under this insurance shall be exclusively presented to and determined solely by the court as the trier of fact, without a jury. The Company reserves the right, acting by and through the Plan Administrator, to initiate and pursue actions for declaratory judgment and/or other appropriate relief with respect to the validity, binding effect, administration of and/or any dispute or controversy arising under this insurance. In any suit instituted by or against the Company or the Insured Person pursuant to the Terms of this provision, the Company and the Insured Person will abide by the final decision of such Indiana court or of any appellate court in the event of an appeal.

Nothing in this provision constitutes or should be deemed, considered or understood to constitute a waiver of the Company's rights to: (a) oppose venue, procedural and/or substantive choice of law, personal jurisdiction, or subject matter jurisdiction in any forum other than the Circuit or Superior Courts of Marion County, Indiana, or the United States District Court for the Southern District of Indiana, Indianapolis Division (assuming that federal jurisdiction is otherwise appropriate and lawful), (b) commence an action in any court of competent jurisdiction in or outside of the United States, (c) remove an action to a United States District Court, or (d) seek transfer of a case to another court or forum as permitted by the laws of such forum or the laws of the United States or of any State in the United States, as applicable; all of which rights are expressly reserved and retained.

Subject to and without limiting, expanding, superseding, modifying or waiving any of the foregoing Terms contained in this provision, pursuant to any statute of any State, territory or district of the United States which makes provision thereof, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance (or such other officer specified for that purpose in the statute), or his successor or successors in office, as its true and lawful attorney, under a special power of attorney, upon whom may be served any lawful process issued in connection with the initiation of any action, suit or proceeding instituted by or on behalf of the Insured Person arising out of this insurance, including specifically the Commissioner of Insurance for the Indiana Department of Insurance, 311 West Washington Street, Suite 300, Indianapolis, IN 46204, and hereby designates and appoints John P. Dearie, Jr., Esq., Locke Lord, LLP, Brookfield Place, 200 Vesey Street, 20th Floor, New York, New York 10281-2101, as its attorney-in-fact and agent for service of process to whom said officer or Commissioner is authorized to mail or serve any such process or a true copy thereof.

For Florida residents only: If any dispute shall arise as under the terms and conditions of this Certificate, such dispute may be referred to arbitration in accordance with the procedures of the American Arbitration Association. Any such arbitration shall be held within fifty (50) miles of the Insured Person's residence, with the Company to pay costs and fees (not including any attorney fees) of the proceeding in excess of five hundred dollars (\$500.00).

- (8) **MISREPRESENTATION:** Any false representation incomplete information, misleading statement, misstatement, omission, concealment or fraud, whether or not innocently made, either in the Insured Person's Application which forms a part of the Master Policy and this Certificate, or in relation to any claim form, statement, certification or warranty made by the Insured Person or his/her representatives, agents or proxies, whether in writing or otherwise, to the Company or the Plan Administrator or their respective agents, employees or representatives, or in connection with the making of any claim under this insurance, shall render the Declaration and this Certificate null and void and all claims and benefits under this insurance shall be forfeited and waived.
- (9) **INSOLVENCY:** The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors or dissolution of the Assured or any Insured Person shall not impose upon the Company any liability or obligation other than that specifically included in this insurance.
- (10) **SUBROGATION CLAUSE:** The Insured Person shall undertake to pursue in his/her own name and stead, and to fully cooperate with the Company in the pursuit and prosecution of, any and all valid claims that the Insured Person may have against any third party who may be liable or responsible for any loss or damage arising out of any act, omission or occurrence which results or may result in a loss payment, provision of benefits, or coverage of claim by the Company under this insurance, and to fully account to the Company for any amounts recovered or recoverable in connection therewith, on the basis that the Company shall be reimbursed and entitled to recover first in full for any sums paid or to be paid by it before the Insured Person shares in any amount so recovered. The Insured Person further agrees and understands that the Company requires the Insured Person to complete a subrogation questionnaire, sign an acknowledgment of the Company's Subrogation rights and sign an agreement before the Company considers paying, or continues to pay, any claims. Should the Insured Person fail to so cooperate, account, or to prosecute any valid claims against any such third party or parties, and the Company thereupon or otherwise becomes liable or otherwise obligated to make payment under the Terms of this insurance, then the Company shall be fully subrogated to all rights and interests of the Insured Person with respect thereto and may prosecute such claims in its own name as subrogee. The Insured Person's submission of Proof of Claim or acceptance of coverage or benefits under this insurance shall be deemed to constitute an authorization, consent and assignment of such subrogation rights by the Insured Person to the Company. The Insured Person agrees the Company has a secured proprietary interest in any settlement proceeds the Insured Person receives or may be entitled to receive. The Insured Person understands and agrees the Company is entitled to a constructive trust interest in the proceeds of any settlement or recovery. The Insured Person agrees to include the Company as a co-payee on any settlement check or check from any third party or insurer. The Insured Person agrees he/she will not release any party or their insured without prior written approval from the Company, and will take no action which prejudices the Company's rights. The Insured Person is obligated to inform their legal representative of the Company's rights and lien and to make no distributions from any settlement or judgment which will in any way result in the Company receiving less than the full amount of its lien without the written approval of the Company. Any amount recovered by the Company in accordance with the foregoing shall first be used to pay in full the costs and expenses of collection incurred by the Company, including reasonable attorneys' fees, and for reimbursement to the Company for any amount that it may have paid or become liable to pay under this insurance. Any remaining amounts recovered shall be paid to the Insured Person or other persons lawfully entitled thereto, as applicable. In the event that the Insured Person receives any form or type of settlement and either fails or refuses to abide by the terms

of this insurance contract, in addition to any other remedies the Company may have, the Company retains a right of equitable offset against future claims.

**(11) OTHER INSURANCE** - The Company shall not be liable or obligated to provide any coverage or benefits or to pay or reimburse any claim under this insurance if there is any other insurance, membership benefit, workers' or workplace compensation coverage program or other government program, reimbursement or indemnification coverage, right of contribution, recoupment or recovery, contract, or any other third-party obligation or liability for provision of benefits ("Other Coverage") which would, or would but for the existence of this insurance, be available or obligated to provide such benefit or to pay or reimburse or provide indemnity for such claim, except in respect of any excess beyond the amount payable or provided under such Other Coverage had this insurance not been effected. The Company shall not be liable or obligated to provide any benefit or to pay or reimburse any claim in respect to Treatment or supplies furnished by any program or agency funded by any government or governmental authority.

**(12) CANCELLATION BY INSURED PERSON:** The Insured Person shall have three (3) days from the Initial Effective Date of Coverage (the "Review Period") to review the benefits, conditions, limitations, exclusions and all other Terms of the Master Policy as evidenced and outlined by this Certificate. If not completely satisfied, the Insured Person may request cancellation of this insurance retroactive to the Initial Effective Date of Coverage by sending a written request to the Company by mail or fax and received by the Company within the Review Period, thereby qualifying to receive a full refund of Premium paid. Upon effectuation of such cancellation and refund, neither the Company nor the Insured Person shall have any further rights, liabilities or obligations under this insurance. After the Review Period, the following conditions apply if the Insured Person wishes to cancel the insurance:

- (a) If any claims have been filed with the Company, the Premium is fully earned and is non-refundable.
- (b) If no claims have been filed with the Company,
  - (i) a cancellation fee of twenty dollars (\$20.00) will be charged; and
  - (ii) premium refunds will be pro-rated.

**(13) APPLICABLE CURRENCY:** All benefit amounts, coverage, monetary limits and sub-limits, and other amounts stated in the Master Policy, the Application, the Declaration, this Certificate, and in any Riders, including Premium, are in United States dollars.

**(14) COOPERATION** - The Insured Person and his/her Physicians, Hospitals and other healthcare and medical service providers and suppliers shall undertake to cooperate fully with the Company and the Plan Administrator in reviewing, investigating, adjudicating, considering an appeal of, and/or administering any claim for benefits under this insurance, including granting full right of access to all relevant, pertinent or related records, medical documentation, medical histories, reports, lab or test results, x-rays, and all other available evidence relating to or affecting the review, investigation, adjudication or administration of the claim. The Company at its own expense shall have the right and opportunity to examine all evidence related to a claim when and as often as it may reasonably require during the pendency of a claim hereunder. The Company at its option may suspend or pend adjudication of a claim, and/or may deny benefits and/or coverage for a claim, when there has been:

- (i) a refusal to so cooperate,
- (ii) an unreasonable delay in such cooperation, and/or
- (iii) any other act or omission on the part of the Insured Person and/or his/her healthcare providers which hinders, delays, impairs, or otherwise prejudices the performance of the Company's obligations under this insurance.

**(15) CLAIM SETTLEMENT:** Eligible and covered claims for Eligible Medical Expenses or other benefits under this insurance that have previously been paid by or on behalf of the Insured Person at the time of the Company's favorable adjudication thereof will be reimbursed by the Company directly to the Insured Person, by check, at his/her last known residence or mailing address. While this insurance is in effect, in order to effectuate proper administration, the Insured Person shall undertake to promptly notify the Company of any change in such addresses. Eligible and covered claims for Eligible Medical Expenses or other benefits under this insurance that have not been paid by or on behalf of the Insured Person at the time of adjudication will be paid by the Company by check or electronic funds transfer to the Insured Person at his/her last known residence or mailing address, or, at the sole option and discretion of the Company (but without obligation to do so), and as an accommodation to the Insured Person, directly to the provider(s), as applicable. All claim settlements, payments and reimbursements are subject to the applicable Deductible and Coinsurance, if any, and to the benefit limits and sub-limits and all other Terms of this insurance. No healthcare or medical service provider or supplier, or any other third-party, shall have any direct or indirect interest, claim or right of action against the Company under this Certificate, the Declaration or the Master Policy, whether by purported assignment of benefits, subrogation of interests or otherwise, unless first expressly agreed and consented to in writing by the Company, and notwithstanding the Company's exercise or failure to exercise any option or discretion under this provision regarding the method of claim payment. No such provider, supplier or other third-party is intended to have or shall have any rights as a third-party beneficiary under this Certificate, the Declaration, or the Master Policy.



**(16) FRAUDULENT CLAIMS:** A person who knowingly and with intent to defraud the Company files a statement of claim containing any false, incomplete, or misleading information commits a felony. If any claim or request for benefits under this insurance shall knowingly be in any respect false, incomplete, misleading, concealing, fraudulent or deceitful, or if the Insured Person or anyone acting for or on his/her behalf under this insurance knowingly uses any false, incomplete, misleading, concealing, fraudulent or deceitful statements regarding the Insured Person, the insurance contract and all coverage thereunder may be cancelled, voided, rescinded and terminated by the Company in its sole and absolute discretion, and the Company shall have no obligation or liability for any such benefits, coverage or claims.

**(17) ARBITRATION:** With the exception of Florida residents' option to refer to arbitration, no claim for benefits for which liability, eligibility, or coverage under this insurance has been denied in whole or in part by the Company nor any other dispute or controversy arising under or related to this insurance shall be arbitrable or subject to arbitration under any circumstances or for any reason.

**(18) TERMINATION OF MASTER POLICY:** The Master Policy can be terminated at any time by either the Company or the Assured by giving at least thirty (30) days written notice to the other and to the Insured Person. Such termination will have no effect on this Certificate prior to the date of the termination, or on eligible coverage or benefits under this insurance accrued prior thereto. No additional Certificates will be issued or further Applications accepted for the plan after the date the Master Policy is terminated.

**(19) TERMINATION OF COVERAGE FOR INSURED PERSONS:** Coverage and benefits for the Insured Person under this insurance will terminate effective at 12:01 AM, EST, on the earliest of the following dates:

- (a) the next day following the end of the coverage period for which Premium has been fully and timely paid; or
- (b) the termination date as shown on the Declaration for this Certificate; or
- (c) the date the Master Policy is terminated; or
- (d) the date the Insured Person returns to his/her Home Country; or
- (e) the date the Insured Person has left the Host Countries unless otherwise specified under this Certificate; or
- (f) the next day following twelve (12) months from the Initial Effective Date; or
- (g) the date the Insured Person first fails to meet or no longer meets the eligibility requirements for this insurance as set forth in the Master Policy and outlined in this Certificate; or
- (h) the date the Company, at its sole option, elects to cancel from the insurance plan (sometimes referred to herein as "this insurance plan") all insured persons of the same gender, age, class or geographic location as the Insured Person, provided the Company gives no less than thirty (30) days advance written notice by mail to the Insured Person's last known residence or mailing address of its intent to exercise such option; or
- (i) the date the Insured Person enters active military service; or
- (j) The date specified by the Company in any notice of cancellation, forfeiture or rescission issued pursuant to or as a result of the circumstances set forth in the MISREPRESENTATION, CANCELLATION BY INSURED PERSON, FRAUDULENT CLAIMS, RIGHT OF RECOVERY or RENEWAL/AMENDMENT.

Coverage for the Insured Person shall remain in full force and effect unless terminated pursuant to this provision, except as otherwise provided in the Master Policy, the Declaration, or this Certificate.

**(20) PATIENT ADVOCACY:** Neither the Company nor the Plan Administrator shall have any right, obligation, or authority of any kind to ultimately select Physicians, Hospitals, or other healthcare or health service providers for the Insured Person or to make any medical Treatment decisions for or on behalf of the Insured Person, and all such decisions shall be made solely and exclusively by the Insured Person and/or his/her guardians, family members and treating Physicians and other healthcare providers. Subject to the foregoing, the Company may determine that a particular claim, benefit, Treatment, or diagnosis occurring under or relating to this insurance may be placed under the Company's "Patient Advocacy" program to ensure that Medically Necessary Treatment and supplies are provided in the most cost effective manner. In the event the Company determines that a claim, benefit, Treatment, or diagnosis meets the Company's Patient Advocacy program guidelines, the Company will notify the Insured Person as soon as reasonably practicable, and a Patient Advocate will be assigned to the Insured Person. Thereafter, the Company's Patient Advocate may make evaluations and/or recommendations of Treatment settings and/or procedures and/or supplies that may be more cost effective for the Company and/or the Insured Person. Such recommendations will be made with input from the Insured Person and/or the Insured Person's guardians, family members and treating Physicians and other healthcare providers, and will be made only when it can be reasonably demonstrated that the Medically Necessary Treatment and/or supplies can be provided in a more cost effective manner to the Company and/or the Insured Person. The Company will use its best efforts to evaluate and recommend Treatment settings and/or procedures and/or supplies that can reasonably be expected to result in the same or better care of the Insured Person. The Insured Person is under no obligation to accept or follow any of the Company's recommendations. However, if the Insured Person accepts and follows any of the Company's recommendations, the Insured Person agrees to hold the Company and the Company's agents and representatives, including the Patient

Advocate, harmless from same, and the Company shall not be held liable or otherwise responsible for any Treatment or supply provided to the Insured Person except for the payment of claims and benefits eligible for coverage under the Terms of this insurance. After the Insured Person has been notified that the claim, Treatment, benefit or diagnosis meets the Company's Patient Advocacy program guidelines, the Company reserves the right, at its option and in its sole discretion without liability, to:

- (a) make payment for Treatment and/or supplies which, although not expressly covered under this insurance, may be beneficial to the Insured Person and cost effective to the Company; and/or
- (b) deny coverage and/or benefits for any Charges, including Eligible Medical Expenses otherwise eligible for coverage but for the Terms of this provision, which exceed the amount the Company would have covered had the Insured Person accepted and followed the recommendations of the Patient Advocacy program.

**(21) RIGHT OF RECOVERY:** In the event of overpayment by the Company of any claim for benefits under this insurance, for any reason, including without limitation because:

- (a) all or part of the claim was not incurred by or paid by or on behalf of the Insured Person; or
- (b) the Insured Person or any member of the Insured Person's family, whether or not the family member is or was an Insured Person under this insurance plan, is repaid or is entitled to be repaid for all or part of the claim by OTHER COVERAGE or by or from a source other than the Company; or
- (c) all or part of the claim was not eligible for payment or coverage under the Terms of this insurance; or
- (d) all or part of the claim was paid or reimbursed based on an incorrect or mistaken application of benefits under this insurance; or
- (e) all or part of the claim has been excused, waived, abandoned, forfeited, discounted or released by the provider or supplier; or
- (f) the Insured Person is not liable or responsible as a matter of law for all or part of a claim;

The Company shall have the right to receive a refund and to recover the amount of overpayment from the Insured Person and/or the Hospital, Physician, and/or other provider of services or supplies (as the case may be). The amount of the refund and recovery for overpayment of claims shall be the difference between:

- (i) the amount actually paid by the Company; and
- (ii) the amount, if any, that should have been paid by the Company under the Terms of this insurance; and

For all other overpayments, the amount of the refund and recovery shall be the amount overpaid.

If the Insured Person, Hospital, Physician, or other provider of services or supplies does not promptly make any such refund to the Company, the Company may, in addition to any other rights or remedies available to it (all of which are reserved):

- (i) reduce or deduct from the amount of any future claim that is otherwise eligible for coverage or payment under this insurance, to the full extent of the refund due to the Company; and/or

Cancel this Certificate and all further coverage of the Insured Person under the Master Policy by giving thirty (30) days advance written notice by mail to the Insured Person at his/her last known residence or mailing address, and offset against the amount of any refund of Premium due the Insured Person to the full extent of the refund due to the Company

**(22) EXTENSION / AMENDMENT:** Subject to the Terms of the TERMINATION OF MASTER POLICY and TERMINATION OF COVERAGE FOR INSURED PERSONS provisions, an Insured Person can request coverage under this insurance plan to be extended, after an initial purchase, up to the maximum Period of Coverage of twelve (12) continuous months. Extensions may be purchased in increments, with the minimum being five (5) days, until reaching a maximum of twelve (12) continuous months in accordance with and subject to the Terms of the plan then in effect (including the Terms of the then applicable Master Policy) and so long as extension Premium is paid when due and the Insured Person otherwise continues to meet the applicable eligibility requirements of the plan. The maximum period of continuous coverage under this insurance, including the initial Certificate Period and any extended Certificate Period(s), may not exceed a total of twelve (12) continuous months.

The Company's commitment and the Insured Person's ability to extend is also subject to termination upon thirty (30) days written notice to the other party prior to the expiration date of the then existing Period of Coverage. The Company reserves the right in its sole discretion to make changes, additions and/or deletions to the Terms of the Master Policy, this Certificate, renewals or replacements of either, and/or to the insurance plan (including the issuance of Riders to effectuate same) at any time or from time to time after the Effective Date of Coverage of this Certificate, upon no less than ninety (90) days prior written notice to the Assured and the Insured Person (Notice of Amendment). The Notice of Amendment shall include a complete description of the changes, additions and/or deletions to be made, the Effective Date thereof (the Change Date), and notice of the Insured Person's cancellation rights as set forth below, and shall be sent first class mail, postage pre-paid, to the last known residence or mailing address of the Insured Person. Upon issuance of the Notice of Amendment, the Assured and/or the Insured Person shall have the right to request cancellation of this Certificate pursuant to the provisions

above, at any time prior to the Change Date; provided, however that cancellation under this provision shall be at the option of the Insured Person, and coverage under this insurance shall terminate with effect from the cancellation date specified by the Insured Person (subject to the TERMINATION OF COVERAGE FOR INSURED PERSONS p). If the Insured Person does not elect to cancel this Certificate in accordance with the foregoing, the changes, additions and/or deletions as made by the Company and specified in said Notice of Amendment shall take effect as of the Change Date specified in the Company's Notice, and this insurance shall thereafter continue in effect in accordance with its Terms, as so amended and modified.

**(23) EXPLANATION OR VERIFICATION OF BENEFITS:** In the event of any verbal or telephone inquiry, every attempt will be made to help the Insured Person and his/her healthcare providers and suppliers understand the status, scope and extent of available benefits and coverage under this insurance; provided, however, that no statement made by any agent, employee or representative of the Company or the Plan Administrator will be deemed or construed as an actionable representation, promise, or an estoppel, or will create any liability against the Company or the Plan Administrator or be deemed or construed to bind the Company or to modify, replace, waive, extend or amend any of the Terms of the Master Policy or this Certificate, unless expressly set forth in writing and signed by an authorized agent or representative of the Company. Actual eligibility determinations, benefit verifications, final coverage decisions and claim adjudications, and final payments and/or reimbursements of benefits or claims shall be determined and adjudicated only after or at the time a proper and complete Application and/or Proof of Claim is submitted (as the case may be), an opportunity for reasonable investigation and/or review is provided, cooperation required hereunder received, and all facts and supporting information, including relevant data, information and medical records when deemed necessary or appropriate by the Company, are presented in writing. Appealed claims may be further investigated and/or reviewed. The Terms of the Master Policy govern all available coverage and payments made or to be made. If a definite answer to a specific benefits or coverage question is required for any reason, the Insured Person or his/her healthcare providers may submit a written request to the Company, including all pertinent medical information and a statement from the attending Physician (if applicable), and a written reply will be sent by the Company and kept on file. If the Company elects to verify generally and/or preliminarily to a provider or the Insured Person that an Injury, Illness, diagnosis or proposed Treatment is or may be covered under this insurance, or that benefits for same are or may be available as outlined in this Certificate, any such verification of benefits does not guaranty either payment of benefits or the amount or eligibility of benefits. Final eligibility determinations, coverage decisions, claim appeals, and actual reimbursement or payment of claims or benefits are subject to all Terms of this insurance, including without limitation filing a proper and complete Proof of Claim) and complying with the COOPERATION provisions.

**D. ELIGIBILITY:** If an Insured Person is not eligible, this Certificate is void *ab initio* and all premium paid will be refunded. In order to be eligible and qualified for coverage under this insurance, a person must:

- (1) not be a citizen of or have a permanent residence in the United States; and
- (2) must be traveling outside of their Home Country; and
- (3) be an individual at least fifteen (15) days old and not older than seventy-five (75) years of age; and
- (4) complete and sign an Application as the Insured Person (or be listed thereon by proxy as an applicant and proposed Insured Person), and/or as the Insured Person's Spouse and/or Dependent; and
- (5) All potential Insured Persons must be visiting one of the Host Countries, elect and pay Premium for pay the required Premium on or before the Effective Date of Coverage; and
- (6) on the Effective Date have legally departed the Home Country and legally entered or in transit to one of the Host Countries and;
- (7) for Insured Persons sixty-five (65) and older visiting the United States, the initial Certificate Period must begin within thirty (30) days of arrival in the United States or the individual must have valid international travel insurance coverage expiring within thirty (30) days prior to initial Effective Date. United States domestic health care coverage does not serve to meet this requirement; and
- (8) receive notification of acceptance of his/her Application or extension from the Company; and
- (9) not be Hospitalized, Disabled, or HIV+ on the Initial Effective Date; and

**E. PRE-CERTIFICATION REQUIREMENTS:** Pre-certification is a general determination of Medical Necessity, only, and all such determinations are made by the Company (acting through its authorized agents and representatives) in reliance and based upon the completeness and accuracy of the information provided by the Insured Person and/or his/her relatives, guardians and/or healthcare providers at the time of Pre-certification. The Company reserves the right to challenge, dispute and/or revoke a prior determination of Medical Necessity based upon subsequent information obtained. Pre-certification is not an assurance, authorization, preauthorization, or verification of Treatment or coverage, a verification of benefits, or a guarantee of payment. The fact that Treatment or supplies are Pre-certified by the Company does not guarantee the payment of benefits, the availability of coverage, or the amount of or eligibility for benefits. The Company's consideration and determination of a Pre-certification request, as well as any subsequent review or adjudication of all medical claims submitted in connection therewith, shall remain subject to all of the Terms of the Master Policy and this Certificate, including exclusions for Pre-existing Conditions and other designated exclusions, benefit limitations and sub-limitations, and the

requirement that claims be Usual, Reasonable and Customary. Also, any consideration or determination of a Pre-certification request shall not be deemed or considered as the Company's approval, authorization or ratification of, recommendation for, or consent to any diagnosis or proposed course of Treatment. Neither the Company nor the Plan Administrator (nor anyone acting on their respective behalves) has any authority or obligation to select Physicians, Hospitals, or other healthcare providers for the Insured Person, or to make any diagnosis or medical Treatment decisions on behalf of the Insured Person, and all such decisions must be made solely and exclusively by the Insured Person and/or his/her family members or guardians, treating Physicians and other healthcare providers. If the Insured Person and his/her healthcare providers comply with the Pre-certification requirements of the Master Policy and this Certificate, and the Treatment or supplies are Pre-certified as Medically Necessary, the Company will reimburse the Insured Person for Eligible Medical Expenses incurred in relation thereto, subject to all Terms of this insurance, including the Deductible and Coinsurance. Eligibility for and payment of benefits are subject to all of the Terms of this insurance.

(1) **SPECIFIC REQUIREMENTS:** The following Treatments and/or supplies must always be Pre-certified for Medical Necessity by the Company through the Plan Administrator:

- (a) Inpatient Treatment
- (b) any Treatment in an Extended Care Facility; and
- (c) any Home Nursing Care; and
- (d) any Surgery or Surgical Procedure.

(2) **GENERAL REQUIREMENTS:** To comply with the Pre-certification requirements of this insurance for the Treatments and/or supplies listed in in the SPECIFIC REQUIREMENTS provision, above, the Insured Person or his/her Physician or healthcare provider must:

- (a) contact the Company through the Plan Administrator at the telephone numbers printed on the Insured Person's ID card, **as soon as possible before the Treatment or supply is to be obtained**, as follows:

Inside the United States: +1.800.628.4664

E-mail: [acm@imglobal.com](mailto:acm@imglobal.com)

Outside the United States: +1.317.655.4500 (Collect if necessary)

Website <https://myimg.imglobal.com>; and

- (a) comply with the instructions of the Company and submit any information or documents required by the Company; and
- (b) notify all Physicians, Hospitals and other healthcare providers that this insurance contains Pre-certification requirements and ask them to fully cooperate with the Company.

(3) **LOSS OF COVERAGE / BENEFITS FOR NON-COMPLIANCE WITH PRE-CERTIFICATION REQUIREMENTS:**

- (a) If the Insured Person or his/her healthcare providers do not comply with the Pre-certification requirements:
- (b) for the Treatment or supplies identified in the SPECIAL REQUIREMENTS provision above, or if such Treatment or supplies are not Pre-certified; and:
- (c) Eligible Medical Expenses incurred with respect to said Treatment and/or supplies will be reduced by the amount shown in the BENEFIT SUMMARY and
- (d) the Deductible will be subtracted from the remaining amount; and
- (e) Coinsurance will be applied.

(4) **EMERGENCY PRE-CERTIFICATION:** In the event of an Emergency Hospital admission, Pre-certification must be completed within forty-eight (48) hours after the admission or as soon as is reasonably possible.

(5) **CONCURRENT REVIEW:** For Inpatient Treatment of any kind, the Company will Pre-certify a limited number of days of confinement based upon the disclosed medical condition. Thereafter, Pre-certification must again be requested and approved if additional days of Inpatient Treatment are necessary.

(6) **APPEAL PROCESS:** If the Insured Person disagrees with a Pre-certification decision of the Company, the Insured Person may in writing ask the Company to reconsider the decision and may supply additional documentation to support the appeal. The Company will advise the Insured Person of its decision within a reasonable time frame following receipt of additional documentation and facts.

The appeal must be sent to Akeso Care® Management:

Phone: 317.655.4500, Option #2

Fax: 317.655.4505; ATTN: Akeso Care

Email: [ACM@akesocare.com](mailto:ACM@akesocare.com)

F. **ELIGIBLE MEDICAL EXPENSES:** Subject to the Terms of this insurance, including without limitation the Deductible and the various limits and sub-limits set forth in the BENEFIT SUMMARY., herein, and EXCLUSIONS provisions, the Company will reimburse the Insured Person for the following costs, Charges and expenses incurred by the Insured Person during the

Certificate Period with respect to an Illness or Injury suffered or sustained by the Insured Person during the Certificate Period and while this Certificate is in effect, so long as the Charges are Usual, Reasonable and Customary and are incurred for Treatment or supplies that are Medically Necessary:

- (1) Charges incurred at a Hospital for Inpatient Services:**
  - (a) daily room and board and nursing services not to exceed the per day limit stated in the BENEFIT SUMMARY; and
  - (b) daily room and board and nursing services in an Intensive Care Unit not to exceed the per day limit stated in the BENEFIT SUMMARY; and
  - (c) Surgery including services and supplies; and
  - (d) assistant surgeon including services and supplies; and
  - (e) anesthesia including services administered by a Physician and supplies; and
  - (f) use of observation, operating, Treatment or recovery room to be included in the per day room and board limit; and
  - (g) services and supplies which are routinely provided by the Hospital to persons for use while Inpatient including medications and to be included in the per day room and board limit; and
  - (h) Inpatient Physician visits not to exceed the visit and limit maximums stated in the BENEFIT SUMMARY.
- (2) Charges incurred at a Hospital for Emergency Room Services:**
  - (a) Emergency Treatment of an Injury, even if Hospital confinement is not required; and
  - (b) Emergency Treatment of an Illness; however, Charges for use of the emergency room itself will not be covered unless the Insured Person is directly admitted to the Hospital as Inpatient for further Treatment of that Illness.
- (3) Charges incurred for Surgery as an Outpatient including services, supplies and surgical facility.**
- (4) Charges by a Physician for a professional services including assistant surgeon.**
- (5) Charges incurred for Outpatient Treatment:**
  - (a) dressings, sutures, casts or other supplies that are Medically Necessary to be included in Physician visits; and
  - (b) diagnostic testing using radiology, ultrasonographic or laboratory services (psychometric, behavioral and educational testing are not included); and
  - (c) anesthesia including services administered by a Physician and supplies; and
  - (d) drugs which require prescription by a Physician for Treatment of Illness or Injury, but not for the replacement of lost, stolen, damaged, expired or otherwise compromised drugs, and for a maximum supply of ninety (90) days of any one prescription; and
  - (e) Emergency Local Ambulance Transport necessarily incurred in connection with Injury; and
  - (f) Emergency Local Ambulance Transport necessarily incurred in connection with an Illness resulting in Hospitalization; and
  - (g) Outpatient Physician visits not to exceed the visit and limit maximums stated in the BENEFIT SUMMARY.
  - (h) Telemedicine consultations through an established Telemedicine protocol system will be considered individually based on medical necessity and appropriateness as determined by the Company under the plan subject to Outpatient Physician visit limits stated in the BENEFIT SUMMARY; and
  - (i) Dental Treatment and Dental Surgery, as necessary to restore or replace sound natural teeth lost or damaged resulting from an Accident related Injury that is covered under this insurance; and
  - (j) physical therapy prescribed by a Physician and performed by a professional physical therapist, and necessarily incurred to continue recovery from a covered Injury or covered Illness; and
  - (k) care in a licensed Extended Care Facility upon direct transfer from an acute care Hospital.
- G. COMMON CARRIER ACCIDENTAL DEATH:** Subject to the Terms of this insurance, including the Pre-existing Conditions exclusion as defined herein, in the event of the Unexpected death of an Insured Person during the Certificate Period as a result of an Injury that was suffered due to an Accident that occurred during the Certificate Period and while the Insured Person was traveling on a Common Carrier, the Company will pay a Common Carrier Accidental Death benefit up to the amount shown in the BENEFIT SUMMARY provided, however, that such Common Carrier Accidental Death benefits shall not exceed the maximum amount shown in the BENEFIT SUMMARY per Family involved in the same Accident. The Company will pay the benefit owed, upon proper application therefor, in the following order:
  - (1)** to the beneficiary designated in writing by the Insured Person;

- (2) to the Insured Person's closest surviving relative in the following order
  - (a) Spouse,
  - (b) children,
  - (c) issue of deceased children,
  - (d) parent(s),
  - (e) siblings,
  - (f) issue of deceased siblings,
  - (g) grandparents,
  - (h) siblings of parents;
- (3) the Insured Person's estate;
- (4) to a claimant entitled to payment under applicable small estate affidavit laws.

**H. CRUISES WITHIN THE UNITED STATES, CANADA OR MEXICO:** Subject to the Terms of this insurance, including the Pre-existing Conditions exclusion as defined herein, Travel on a commercial cruise line when traveling as a fare paying passenger leaving and returning to a port within one of the Host Countries, the Company will reimburse the Insured Person for the ELIGIBLE MEDICAL EXPENSES for an Injury or Illness suffered or sustained by the Insured Person during the Certificate Period and while this Certificate is in effect, so long as the Charges are Usual, Reasonable and Customary and are incurred for Treatment or supplies that are Medically Necessary.

**I. EMERGENCY MEDICAL EVACUATION:** Subject to the Terms of this insurance, and the Conditions and Restrictions set forth below, the Company will reimburse the Insured Person up to the amount shown in the BENEFIT SUMMARY for the following transportation costs when the Company or Plan Administrator arranges such transportation and expenses are incurred by the Insured Person arising out of or in connection with an Emergency Medical Evacuation outside the Insured Person's Home Country during the Certificate Period:

- (1) Emergency air transportation to a suitable airport nearest to the Hospital in the United States, Canada or Mexico where the Insured Person will receive Treatment; and
- (2) Emergency ground transportation necessarily preceding Emergency air transportation and from the destination airport to the Hospital where the Insured Person will receive Treatment; and
- (3) Return ground and air transportation, upon medical release by the attending Physician, to the United States, Canada or Mexico where the evacuation initially occurred or to the Insured Person's Home Country.

**Conditions and Restrictions:** To be eligible for Emergency Medical Evacuation benefits:

- (1) The Insured Person must be in compliance with all Terms of this insurance; and
- (2) The Company will provide Emergency Medical Evacuation benefits only when the condition, Illness, Injury or occurrence giving rise to the Emergency Medical Evacuation is covered under the Terms of this insurance; and
- (3) The Company will provide Emergency Medical Evacuation benefits only when the Insured Person is outside his/her Home Country when the condition giving rise to the Emergency Medical Evacuation arises. The Company will not provide Emergency Medical Evacuation from the Insured Person's Home Country to any other country, or to another location within the Insured Person's Home Country; and
- (4) The Company will provide Emergency Medical Evacuation benefits only when all of the following conditions and restrictions are met:
  - (a) Medically Necessary Treatment cannot be provided locally; and
  - (b) transportation by any other means or methods would result in loss of the Insured Person's life or limb based upon a reasonable medical certainty; and
  - (c) Emergency Medical Evacuation is recommended by the attending Physician who certifies to the matters in subparagraphs (a) and (b) above; and
  - (d) Emergency Medical Evacuation is agreed to by the Insured Person or a Relative of the Insured Person; and
  - (e) Emergency Medical Evacuation is approved in advance and all arrangements are coordinated and approved by the Company; and
  - (f) the condition, Illness, Injury or occurrence giving rise to the need for the Emergency Medical Evacuation:
    - (i) occurred outside the Insured Person's Home Country suddenly, Unexpectedly, and spontaneously, and without:

1. advance warning,
2. advance Treatment, diagnosis or recommendation for Treatment by a Physician, or
3. prior manifestation of symptoms or conditions which would have caused a reasonably prudent person to seek medical attention prior to the onset of the Emergency; and

(ii) was not a Pre-existing Condition.

The Company will cover reimbursement for the above-described costs and expenses and will arrange Emergency Medical Evacuation only to the nearest Hospital that is qualified to provide the Medically Necessary Treatment to prevent the Insured Person's loss of life or limb. The Insured Person may select a different Hospital in his/her Home Country at his/her option, but in such event the Insured Person shall be solely responsible for all costs and expenses in excess of the amounts that would have been incurred to the nearest qualified Hospital. If a Hospital other than the nearest qualified Hospital is selected by the Insured Person, then the attending Physician, Insured Person, or a Relative of the Insured Person shall certify to the Company the Insured Person's understanding and acknowledgement of such responsibility for excess costs and expenses in addition to the matters set forth in the Conditions and Restrictions above. In all cases the Company will make the necessary arrangements for the Emergency Medical Evacuation and will use its best efforts to arrange with independent, third-party contractors any Emergency Medical Evacuation within the least amount of time reasonably possible. By acceptance of this Certificate and request for Emergency Medical Evacuation benefits hereunder, the Insured Person understands, acknowledges and agrees that the timeliness, duration, occurrences during, and outcome of an Emergency Medical Evacuation can be directly and indirectly affected by events and/or circumstances which are not within the supervision or control of the Company, including but not limited to: the availability, limitations, physical condition, reliability, maintenance and training schedules and procedures, and performance or non-performance of competent transportation equipment, supplies and/or staff of such third-party contractors; delays or restrictions on flights or other modes or means of transportation caused by mechanical problems, government officials, telecommunications problems, non-availability of routes, and/or other travel, geographical or weather conditions; and other acts of God and unforeseeable and/or uncontrollable occurrences. The Insured Person agrees to release and to hold the Company, the Plan Administrator and their agents and representatives harmless from, and agrees that the Company, the Plan Administrator and their agents and representatives shall not be held liable or responsible for, any delays, losses, damages, further Injuries or Illnesses, or any other claims that arise from or are caused in whole or in part by the acts or omissions of such independent third-party contractors or their agents, employees or representatives, or that arise from or are caused in whole or in part by any acts, omissions, events or circumstances that are not within the direct and immediate supervision and control of the Company, the Plan Administrator and/or their authorized agents and representatives, including without limitation the events and circumstances set forth above. The Insured Person further agrees that upon seeking an Emergency Medical Evacuation, he or she will cooperate fully as required by the COOPERATION provision. Failure to so cooperate and/or failure to use or accept Emergency Medical Evacuation once it has been arranged by the Company or Plan Administrator will require the Insured Person to reimburse the Company for costs incurred for any Emergency Medical Evacuation that was arranged, but not used, by the Insured Person. Furthermore, the Insured Person may be required to arrange for payment of any subsequent Emergency Medical Evacuation and seek reimbursement thereafter for eligible costs associated with that subsequent Emergency Medical Evacuation.

- J. LOST / STOLEN PASSPORT:** Subject to the Terms of this insurance and in the event the Insured Person's passport is lost or stolen, the Company will reimburse the Insured Person the reasonable, customary and necessary costs incurred by the Insured Person up to the amount shown in the BENEFIT SUMMARY for expenses associated with obtaining a new passport. The insured must submit a copy of the police report substantiating the loss and/or theft of the passport.
- K. RETURN OF MORTAL REMAINS:** In the event of the death of the Insured Person during the Certificate Period as a result of an Illness or Injury covered under this insurance while the Insured Person is outside of his/her Home Country, the Company will reimburse the authorized personal representative or the estate of the Insured Person up to the amount shown in the BENEFIT SUMMARY for the costs and expenses incurred to return the Insured Person's Mortal Remains to his/her Home Country and thereafter to the place of burial or other final disposition (but not including any costs of burial or other disposition); provided, however, that the Company must coordinate and approve all costs and expenses related to the return of the Insured Person's Mortal Remains in advance as a condition to the availability of this benefit; or up to the amount shown in the BENEFIT SUMMARY for preparation, local burial or cremation of the Insured Person's mortal remains at the place of death in accordance with the commonly accepted cultural and religious beliefs practiced by the Insured Person. Coverage is not provided for burial and cremation costs incurred for religious practitioners, flowers, music, food or beverages.
- L. EXCLUSIONS:** All Charges, costs, expenses and/or claims incurred by the Insured Person and directly or indirectly relating to or arising or resulting from or in connection with any of the following acts, omissions, events, conditions, Charges, consequences, claims, Treatment (including diagnoses, consultations, tests, examinations and evaluations related thereto), services and/or supplies are expressly excluded from coverage under this insurance, and the Company shall provide no benefits or reimbursements and shall have no liability or obligation for any coverage thereof or therefor:
- (1) War; Military Action:** The Company shall not be liable for and will not provide coverage or benefits for any claim or Charges incurred with respect to any Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising or incurred in connection with or as a result of any of the following occurrences:

- (a) war, invasion, act of foreign enemy hostilities, warlike operations (whether war be declared or not), or civil war;
- (b) mutiny, riot, strike, military or popular uprising, insurrection, rebellion, revolution, military or usurped power;
- (c) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by violence of any type;
- (d) martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege; and
- (e) any use of radiological, chemical, nuclear or biological weapons or any other radiological, chemical, nuclear or biological events of any type (including in connection with an act of Terrorism).

Any claim, Charges, Illness, Injury or other consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise), whether or not directly or indirectly, proximately or remotely occasioned by, or contributed to by, traceable to, or arising in connection with, any of the said Occurrences shall be deemed and considered to be consequences for which the Company shall not be liable under the Master Policy or this Certificate, except to the extent that the Insured Person shall prove that such claim, Charges, Illness, Injury or other consequence happened independently of the existence of such abnormal conditions and/or occurrences.

- (2) **Terrorism**: The Company shall not be liable for and will not provide coverage or benefits in excess of the amount shown in the BENEFIT SUMMARY for any claim or Charges, Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising in connection with any act of Terrorism; and provided, further, the Company shall not be liable for and will not provide any coverage or benefits for any claim, Charges, Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising in connection with the following:
  - (a) the Insured Person's active and voluntary planning or coordination of or participation in any act of Terrorism; and/or
  - (b) any act of Terrorism that takes place in a location, post, area, territory or country for which the United States Department of State, Bureau of Consular Affairs issued a Travel Warning that was in effect on or within six (6) months prior to the Insured Person's date of arrival in said location, post, area, territory or country; and/or
  - (c) any act of Terrorism that takes place in a location, post, area, territory or country for which the United States Department of State, Bureau of Consular Affairs issues a Travel Warning that becomes effective or is in effect on or after the Insured Person's date of arrival in said location, post, area, territory or country, and the Insured Person unreasonably fails or refuses to heed such warning and thereafter remains in said location, post, area, territory or country.
- (3) **Pre-existing Conditions**: Charges arising or resulting directly or indirectly from or relating to any Pre-existing Condition, as herein defined; and
- (4) **Maternity and Newborn Care**: Charges for pre-natal care, delivery, post-natal care, and care of Newborns, including complications of Pregnancy, miscarriage, complications of delivery and/or complications of Newborns; and
- (5) Charges for Treatment of Mental or Nervous Disorders; and
- (6) Charges for any Treatment or supplies that are:
  - (a) not incurred, obtained or received by an Insured Person during the Certificate Period; and/or
  - (b) not presented to the Company for payment by way of a complete Proof of Claim within ninety (90) days of the date such Charges are incurred; and/or
  - (c) not administered or ordered by a Physician; and/or
  - (d) not Medically Necessary; and/or
  - (e) provided at no cost to the Insured Person or for which the Insured Person is not otherwise liable; and/or
  - (f) in excess of Usual, Reasonable, and Customary; and/or
  - (g) incurred by an Insured Person who was HIV+ on or before the Effective Date of this insurance relating to or arising or resulting directly or indirectly from HIV, AIDS virus, AIDS related Illness, ARC Syndrome, AIDS and/or any other Illness arising or resulting from any complications or consequences of any of the foregoing conditions; whether or not the Insured Person had knowledge of his/her HIV status prior to the Effective Date, and whether or not the Charges are incurred in relation to or as a result of said status; and/or
  - (h) provided by or at the direction or recommendation of a chiropractor, unless ordered in advance by a Physician; and/or
  - (i) performed or provided by a Relative of the Insured Person; and/or
  - (j) not expressly included as Eligible Medical Expenses as defined in the ELIGIBILITY MEDICAL EXPENSES provision; and/or
  - (k) provided by a person who resides or has resided with the Insured Person or in the Insured Person's home; and/or



- (l) required or recommended as a result of complications or consequences arising from or related to any Treatment, Illness, Injury, or supply excluded from coverage or which is otherwise not covered under this insurance; and
- (m) for Congenital Disorders and conditions arising out of or resulting there from; and
- (7)** Charges incurred for telephone consultations except Telemedicine consultations through an established Telemedicine protocol system; and
- (8)** Charges incurred due to a failure to keep a scheduled appointment; and
- (9)** Charges incurred for Surgeries or Treatment or supplies which are:
  - (a) Investigational, Experimental, or for research purposes, and/or
  - (b) related to genetic medicine, genetic testing, surveillance testing and/or wellness screening procedures for genetically predisposed conditions indicated by genetic medicine or genetic testing, including, but not limited to amniocentesis, genetic screening, risk assessment, preventive and prophylactic surgeries recommended by genetic testing, and/or any procedures used to determine pre-disposition, provide genetic counseling, or administration of gene therapy; and
- (10)** Charges incurred while confined primarily to receive Custodial Care, Educational or Rehabilitative Care; and
- (11)** Charges incurred for any Surgery, Treatment or supplies relating to, arising from or in connection with, for, or as a result of:
  - (a) weight modification or any Inpatient, Outpatient, Surgical or other Treatment of obesity (including without limitation morbid obesity), including without limitation wiring of the teeth and all forms or procedures of bariatric Surgery by whatever name called, or reversal thereof, including without limitation intestinal bypass, gastric bypass, gastric banding, vertical banded gastroplasty, biliopancreatic diversion, duodenal switch, or stomach reduction or stapling; and/or
  - (b) modification of the physical body in order to change or improve or attempt to change or improve the physical appearance or psychological, mental or emotional well-being of the Insured Person (such as but not limited to sex-change Surgery or Surgery relating to sexual performance or enhancement thereof); and/or
  - (c) elective Surgery or Treatment of any kind; and/or
  - (d) cosmetic or aesthetic reasons, except for reconstructive Surgery when such Surgery is Medically Necessary and is directly related to and follows a Surgery which was covered under this insurance; and/or
  - (e) any Illness or Injury sustained while taking part in: Amateur Athletics, Professional Athletics, or other athletic activity that is sponsored or sanctioned by the National Collegiate Athletic Association (and/or any other collegiate sanctioning or governing body), or the International Olympic Committee, and adventure sports and activities, including, without limitation the following (including any combination or derivative of the following): abseiling; mountaineering activities where specialized climbing equipment, ropes or guides are normally or reasonably should have been used; athletic or sporting activities (except for activities that are non-contact, non-professional, and engaged in by the Insured Person solely for recreational, entertainment or fitness purposes); aviation (except when travelling solely as a passenger in a commercial aircraft); motocross (MOTO-X); BMX; BASE jumping; bobsledding; bungee jumping; canyoning; caving; hang gliding; heli-skiing; high diving; hot air ballooning; inline skating; jet skiing; jungle zip lining; kiteboarding; kayaking; luge; mountain biking; parachuting; paragliding; parascending; rappelling; racing of any kind including without limitation by horse, motor or other vehicle (of any type) or motorcycle; rock climbing; any rodeo activity; ski jumping; sky diving; snow skiing except for recreational downhill, cross country, and snowboarding (provided that there is no coverage for any Illness or Injury sustained while skiing in violation of applicable laws, rules or regulations; away from prepared and marked in-bound territories; and/or against the advice of the local ski school or local authoritative body); spelunking; surfing; trekking; whitewater rafting; windsurfing; wildlife safaris; and sub-aqua pursuits involving underwater breathing apparatus below a depth of 10 meters. Practice or training in preparation for any excluded activity which results in Illness or Injury will be considered as activity while taking part in such activity; and/or
  - (f) any Illness or Injury sustained while participating in any sporting, recreational or adventure activity where such activity is undertaken against the advice or direction of any local authority or any qualified instructor or contrary to the rules, recommendations and procedures of a recognized governing body for the sport or activity; and/or
  - (g) any Illness or Injury sustained while participating in any activity where such activity is undertaken in disregard of or against the recommendations, Treatment programs, or medical advice of a Physician or other healthcare provider; and/or
  - (h) any Injury or Illness sustained as a result of being under the influence of or due wholly or partly to the effects of alcohol, liquor, intoxicating substance, narcotics or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician but not for the Treatment of Substance Abuse; and/or
  - (i) any Injury or Illness sustained while operating a moving vehicle after consumption of intoxicating liquor or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician. For purposes of this exclusion, "vehicle" shall include motorized devices regardless of whether or not a driver or operator license is required (including watercraft and aircraft) and non-motorized bicycles and scooters for which no permit or license is required; and/or

- (j) any willfully Self-inflicted Injury or Illness; and/or
- (k) any sexually transmitted or venereal disease; and/or
- (l) any testing for the following: HIV, seropositivity to the AIDS virus, AIDS related Illnesses, ARC Syndrome, AIDS; and/or
- (m) any Illness or Injury resulting from or occurring during the commission of a violation of law by the Insured Person, including, without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations; and/or
- (n) any Substance Abuse; and/or
- (o) speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy; and/or
- (p) orthoptics, visual therapy or visual eye training; and/or
- (q) any Illness or Treatment of the feet, including without limitation: orthopedic shoes; orthopedic prescription devices to be attached to or placed in shoes; Treatment of weak, strained, flat, unstable or unbalanced feet; metatarsalgia, bone spurs, hammer toes or bunions; and any Treatment or supplies for corns, calluses or toenails; provided, however, that claims for Treatment or supplies for the feet may be eligible for coverage under this insurance at the sole option of the Company and subject to all other Terms of this insurance when related to:
  - (i) an Injury to the foot arising from an Accident covered hereunder; or
  - (ii) an Illness for which foot Surgery is Medically Necessary and determined to be the only appropriate method of Treatment; and/or
- (r) hair loss, including without limitation wigs, hair transplants or any drug that promises to promote hair growth, whether or not prescribed by a Physician; and/or
- (s) any sleep disorder, including without limitation sleep apnea; and/or
- (t) any exercise program, whether or not prescribed or recommended by a Physician; and/or
- (u) any exposure to any non-medical nuclear or atomic radiation, and/or radioactive material(s); and/or
- (v) any organ or tissue or other transplant or related services, Treatment or supplies; and/or
- (w) any artificial or mechanical devices designed to replace human organs temporarily or permanently; and/or
- (x) any efforts to keep a donor alive for a transplant procedure; and/or
- (12)** Any infection of the urinary tract (including, without limitation, infection of the kidney, ureter, bladder, prostate or urethra) and any complication, medical condition or other Illness directly or indirectly arising therefrom, that occurs within ninety (90) days of the Effective Date of this Insurance and that requires Treatment of the Insured Person in a Hospital as an Inpatient; and.
- (13)** Charges incurred for any Treatment or supply that either promotes or prevents or attempts to promote or prevent conception or birth; including but not limited to: artificial insemination; oral contraceptives, Treatment for infertility or impotency; vasectomy or reversal of vasectomy; sterilization or reversal of sterilization; surrogacy or abortion; and
- (14)** Charges incurred for any Treatment or supply that either promotes, enhances or corrects or attempts to promote, enhance or correct impotency or sexual dysfunction; and
- (15)** Charges incurred for Dental Treatment, except for Accident-related Dental Treatment necessary to repair or replace sound natural teeth lost or damaged in an Accident covered hereunder, subject to the limits set forth in the BENEFIT SUMMARY; and
- (16)** Charges incurred for eyeglasses, contact lenses, hearing aids, hearing implants and Charges for any Treatment, supply, examination or fitting related to these devices, or for eye refraction for any reason; and
- (17)** Charges incurred for eye Surgery, such as but not limited to radial keratotomy, when the primary purpose is to correct or attempt to correct nearsightedness, farsightedness, or astigmatism; and
- (18)** Charges incurred for Treatment of the temporomandibular joint; and
- (19)** Charges incurred for any immunizations and/or Routine Physical Examinations; and
- (20)** Charges incurred for any travel, meals, transportation and/or accommodations, except as otherwise expressly provided for in this insurance; and

- (21) Charges or expenses incurred for nonprescription drugs, medicines, vitamins, food extracts, or nutritional supplements; IV vitamin or herbal therapy; drugs or medicines not approved by the U.S. Food and Drug Administration or which are considered "off-label" drug use; and for drugs or medicines not prescribed by a Physician; and
- (22) Charges incurred for radiation therapy or Treatment and chemotherapy; and
- (23) Charges incurred for hospice care; and
- (24) Charges incurred for Treatment or services provided in the Home Country; and
- (25) Charges incurred for Durable Medical Equipment, prosthetics or orthotics.

**M. DEFINITIONS:** Certain words and phrases used in this Certificate are defined below. Other words and phrases may be defined elsewhere in this Certificate, including where they are first used.

**Accident:** An Unexpected occurrence caused by external, visible means and resulting in physical Injury to the Insured Person.

**AIDS:** Acquired Immune Deficiency Syndrome, as that term is defined by the United States Centers for Disease Control.

**Amateur Athletics:** An amateur or other non-professional sporting, recreational, or athletic activity that is organized, sponsored and/or sanctioned, and/or involves regular or scheduled practices, games and/or competitions (collectively, "organized athletic activities"). This definition does not include non-organized athletic activities that are non-contact and engaged in by the Insured Person solely for recreational, entertainment or fitness purposes.

**Ancillary Services:** All hospital services for a patient other than room and board and professional services. Laboratory tests and Radiology are examples of Ancillary Services.

**Application:** The fully answered and signed individual or Family Application/enrollment form submitted by or on behalf of the Insured Person for acceptance into this insurance plan, which Application shall be incorporated in and become part of this Certificate. Any insurance agent/broker or other person or entity assigned to, soliciting, or assisting with the Application is the agent and representative of the applicant/Insured Person and is not and shall not be deemed or considered as an agent or representative for or on behalf of the Company or the Plan Administrator.

**ARC:** AIDS related complex, as that term is defined by the United States Centers for Disease Control.

**Assured:** The Global Medical Services Group Insurance Trust, c/o Mutual Wealth Management Group, Carmel, IN.

**Certificate:** This document, including any Riders, as issued to the Insured Person, which describes and provides an outline and evidence of eligible insurance coverage and benefits payable to or for the benefit of the Insured Person under the Master Policy. The Application and the Declaration are incorporated herein by this reference and made a part hereof.

**Certificate Period:** The period beginning on the Effective Date of Coverage of this Certificate, including any extension purchases, and ending on the earliest of the following dates:

- the termination date specified in the Declaration, or
- the termination date as determined in accordance with the TERMINATION OF COVERAGE FOR INSURED PERSONS provision.

**Charges:** Any cost, fee or tax incurred for Eligible Medical Expenses incurred in the treatment of an Injury or Illness.

**Coinsurance:** The payment by or obligations of the Insured Person for payment of Eligible Medical Expenses at the percentage specified in the Schedule of Benefits/Limits contained herein, and exclusive of the applicable Deductible.

**Common Carrier:** A company or organization that holds itself out to the public as engaging in the business of transporting persons from place to place by air, rail, bus and/or sea for compensation, offering its scheduled services to the public generally, and is licensed by a recognized and approved government authority to transport fare-paying passengers. The term Common Carrier does not include taxi, motorcar, motorcycle, or limousine services, or transportation by animal or human means (for example, by horse, camel, elephant or rickshaw).

**Company:** The "Company," as referred to in the Master Policy and this Certificate, is Sirius International Insurance Corporation (publ), headquartered in Stockholm, Sweden. This insurance and its risks are underwritten by the Company as the insurer and carrier, and the Company is solely obligated and liable for the coverage and benefits provided by this insurance.

**Congenital Disorder:** Physical abnormality that is present at birth.

**Custodial Care:** Those types of Treatment, care or services, wherever furnished and by whatever name called, that are designed primarily to assist an individual in activities of daily life.

**Declaration:** The Declaration of Insurance issued by the Plan Administrator for and on behalf of the Company to the Insured Person contemporaneously with this Certificate evidencing the Insured Person's insurance coverage under the Master Policy as evidenced by this Certificate, which Declaration shall be incorporated in and become a part of this Certificate.

**Deductible:** The dollar amount of Eligible Medical Expenses, as selected on the Application and specified in the Declaration, that the Insured Person must pay per Period of Coverage prior to receiving benefits or coverage under this insurance, and exclusive of Coinsurance.

**Dental Treatment:** Treatment or supplies relating to the care, maintenance or repair of teeth, gums or bones supporting the teeth, including dentures and preparation for dentures.

**Dependent Child:** A Child who meets either of the following conditions:

- (i) under the age of eighteen (18) years old but older than fifteen days (15) days and otherwise eligible for this insurance pursuant to the ELIGIBILITY provision, or
- (ii) who has been properly listed and identified on the Application and for whom the proper Premium has been timely paid.

**Durable Medical Equipment (DME):** Equipment that meets the following criteria: prescribed by a physician, provides therapeutic benefits or enables individuals to perform certain tasks he or she is unable to undertake otherwise due to certain medical conditions or illnesses; can withstand repeated use; is primarily and customarily used to serve a medical purpose; generally is not useful to a person in the absence of an Illness or Injury; and is appropriate for use in the home but may be transported to other locations to allow the individual to complete instrumental activities of daily living, which are more complex tasks required for independent living, examples of which include, but are not limited to wheelchairs (manual and electric), hospital beds, traction equipment, canes, crutches, glucose monitors, walkers, kidney machines, ventilators, oxygen, monitors, pressure mattresses, lifts, nebulizers, bilirubin (bili) blankets and bilirubin (bili) lights.

**Educational or Rehabilitative Care:** Care for restoration (by education or training) of a person's ability to function in a normal or near normal manner following an Illness or Injury. This type of care includes, but is not limited to, vocational or occupational therapy, and speech therapy.

**Effective Date; Effective Date of Coverage:** The date coverage for the Insured Person begins under the Terms of the Master Policy as evidenced by this Certificate, as indicated on the Declaration.

**Emergency:** A medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Insured Person's life or limb in danger if medical attention is not provided within twenty-four (24) hours, based upon a reasonable medical certainty. Immediate medical intervention and attention is required as a result of severe, life threatening or potentially disabling condition.

**Emergency Medical Evacuation:** Emergency transportation from the Hospital or medical facility where the Insured Person is located to a non-local Hospital or medical facility, recommended by the attending Physician who certifies, to a reasonable medical certainty, that the Insured Person has experienced:

- a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Insured Person's life or limb in danger if medical attention is not provided within twenty-four (24) hours; and
- where Medically Necessary Treatment cannot be provided locally, either in the facility of the attending Physician or another local facility.

**EST:** United States Eastern Standard Time.

**Experimental:** Any Treatment that includes completely new, untested drugs, procedures, or services, or the use of which is for a purpose other than the use for which they have previously been approved; new drug procedure or service combinations; and/or or alternative therapies which are not generally accepted standards of current medical practice.

**Extended Care Facility:** An institution, or a distinct part of an institution, which is licensed as a Hospital, Extended Care Facility or rehabilitation facility by the state or country in which it operates; and is regularly engaged in providing twenty-four (24) hour skilled nursing care under the regular supervision of a Physician and the direct supervision of a Registered Nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation prescribed

by a Physician; and provides each patient with active Treatment of an Illness or Injury. Extended Care Facility does not include a facility primarily for rest, the aged, Substance Abuse, Custodial Care, nursing care, or for care of Mental or Nervous Disorders or the mentally incompetent.

**Family:** An Insured Person and his/her Spouse who is covered as an Insured Person under this insurance plan and his/her natural Child or Children who are under the age of eighteen (18) and covered as Insured Persons under this insurance plan.

**HIV:** Human Immunodeficiency Virus, as that term is defined by the United States Centers of Disease Control.

**HIV+:** Laboratory evidence defined by the United States Centers for Disease Control as being positive for Human Immunodeficiency Virus infection.

**Home Country:** For United States citizens, the Home Country is the United States. For non-United States citizens, the Home Country is the country of which the Insured Person is a citizen or national; including any country where the Insured Person maintains his/her primary residence or usual place of abode and any country of which the Insured Person pays income taxes or is the possessor of a validly issued passport. In the event there is more than one Home Country under the above-listed criteria or the person has dual citizenship, the Home Country is the country meeting the above-listed criteria and listed by the Insured Person as his or her Home Country on the Application.

**Home Health Care Agency:** A public or private agency or one of its subdivisions, which operates pursuant to law; and is regularly engaged in providing Home Nursing Care under the supervision of a Registered Nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation and Treatment prescribed by a Physician.

**Home Nursing Care:** Services and/or Treatment provided by a Home Health Care Agency and supervised by a Registered Nurse, which are directed toward the personal care of a patient, provided always that such care is Medically Necessary and in lieu of Medically Necessary Inpatient care, and not primarily for Custodial Care or rehabilitative purposes.

**Hospital:** An institution which operates as a hospital pursuant to law; and is licensed by the state or country in which it operates; and operates primarily for the reception, care, and Treatment of sick or injured persons as Inpatients; and provides twenty-four (24) hour nursing service by Registered Nurses on duty or call; and has a staff of one or more Physicians available at all times; and provides organized facilities and equipment for diagnosis and Treatment of acute medical, surgical or mental/nervous conditions on its premises; and is not primarily a long-term care facility, Extended Care Facility, nursing, rest, Custodial Care, or convalescent home, a place for the aged, drug addicts or abusers, alcoholics or runaways; or similar establishment.

**Hospitalization; Hospitalized:** Confined and/or treated in a Hospital as an Inpatient.

**Host Countries:** The country or countries other than the Home Country that the Insured Person is traveling. For the purpose of this coverage, the Host Countries are the United States, Canada; and Mexico.

**Illness:** A sickness, disorder, illness, pathology, abnormality, malady, morbidity, affliction, disability, defect, handicap, deformity, birth defect, congenital defect, symptomatology, syndrome, malaise, infection, infirmity, ailment, disease of any kind, or any other medical, physical or health condition. Provided, however, that Illness does not include learning disabilities, or attitudinal or disciplinary problems. All Illnesses that exist simultaneously or which arise subsequent to a prior Illness and which directly or indirectly relate to or result or arise from the same or related causes or as a consequence thereof or from one another are considered to be one Illness. Further, if a subsequent Illness results or arises from causes or consequences that are the same as or related to the causes or consequences of a prior Illness, the subsequent Illness will be deemed to be a continuation of the prior Illness and not a separate Illness.

**Implant:** Any device, object, or medical item that is surgically imbedded, inserted, or installed for medical purposes within or on a patient's body, including for orthotic or prosthetic reasons.

**Injury:** Bodily injury resulting or arising directly from an Accident. All Injuries resulting or arising from the same Accident shall be deemed to be one (1) Injury.

**Inpatient:** A person who has been admitted to and is or will be charged by a Hospital for bed occupancy for purposes of receiving healthcare services while in the hospital. A patient is considered an Inpatient if billed by the Hospital for Charges as an Inpatient, and formally admitted as an Inpatient with the expectation he or she will occupy a bed and (1) remain at least overnight or (2) is expected to need Hospital care for twenty-four (24) hours or more.

**[Insurance Contract:](#)** [The Master Policy, including the Application, the Declaration, and any Riders, which constitutes the entire agreement between the Insured Person, the Assured and the Company.](#)

**Insured Person:** The person named as the Insured Person on the Declaration.

**Intensive Care Unit:** A cardiac care unit or other unit or area of a Hospital that meets the required standards of the Joint Commission on Accreditation of Healthcare Organizations for Special Care Units.

**Investigational:** Treatment that includes drugs not yet released for distribution by the United States Food and Drug Administration and/or procedures or services which are still in the clinical stages of evaluation.

**Local Ambulance Transport; Local Ambulance Expense:** Transportation and accompanying Treatment provided by designated, licensed, qualified, professional emergency personnel from the location of an Accident or acute Illness to a Hospital or other appropriate health care facility. Local ambulance transport does not include subsequent inter-facility transfers of admitted patients.

**Master Policy:** The applicable Master Policy for ChoiceAmerica insurance as issued on an annual basis by the Company to the Assured, and under which insurance coverage and benefits are provided by the Company to the Insured Person, subject to the Terms thereof, and as outlined and evidenced by this Certificate and subject to the Terms hereof. The Company, as insurance carrier and underwriter of the Master Policy, is solely liable and responsible for the coverage and benefits provided thereunder.

**Maximum Limit:** The cumulative total dollar amount of benefit payments and/or reimbursements available to an Insured Person under this insurance during the Insured Person's Certificate Period. When the Maximum Limit is reached, no further benefits, reimbursements or payments will be available under this insurance during the Insured Person's Period of Coverage.

**Medically Necessary; Medical Necessity:** A Treatment, service, medicine or supply which is necessary and appropriate for the diagnosis or Treatment of an Illness or Injury based on generally accepted standards of current medical practice as determined by the Company. By way of example but not limitation, a service, Treatment, medicine or supply will not be considered Medically Necessary or a Medical Necessity if it is provided or obtained only as a convenience to the Insured Person or his/her provider; and/or if it is not necessary or appropriate for the Insured Person's Treatment, diagnosis or symptoms; and/or if it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate, and appropriate diagnosis or Treatment.

**Mental or Nervous Disorders:** Any mental, nervous, or emotional Illness which generally denotes an Illness of the brain with predominant behavioral symptoms; or an Illness of the mind or personality, evidenced by abnormal behavior; or an Illness or disorder of conduct evidenced by socially deviant behavior. Mental or Nervous Disorders include without limitation: psychosis; depression; schizophrenia; bipolar affective disorder; learning disabilities and attitudinal or disciplinary problems; any disease or condition, regardless of whether the cause is organic, that is classified as a Mental Disorder in the current edition of the International Classification of Diseases as published by the U.S. Department of Health and Human Services; and those psychiatric and other mental Illnesses listed in the current edition of the Diagnostic and Statistical Manual for Mental Disorders published by the American Psychiatric Association. For purposes of this insurance, Mental or Nervous Disorder does not include Substance Abuse.

**Mortal Remains:** The bodily remains or ashes of an Insured Person.

**Outpatient:** A person who receives Medically Necessary Treatment by a Physician or other healthcare provider and is not an Inpatient, regardless of the hour that the person arrived at the hospital, whether a bed was used, or whether the person remained in the hospital past midnight.

**Period of Coverage:** The maximum period of twelve (12) continuous months including the initial Certificate Period and extensions.

**Physician:** A duly educated, trained and licensed practitioner of the medical arts. A Physician must be currently and appropriately licensed by the state or country in which the services are provided, and the services must be within the scope of that license, training, experience, competence, and health professions standards of practice.

**Plan Administrator:** The Plan Administrator for this insurance is International Medical Group®, Inc., 2960 N. Meridian Street, Indianapolis, Indiana, 46208, Telephone Number 317.655.4500, or 1.800.628.4664, Fax Number 317.655.4505, Website: <http://www.imglobal.com>, Email: [info@imglobal.com](mailto:info@imglobal.com). As the Plan Administrator, International Medical Group, Inc., acts solely as the disclosed and authorized agent and representative for and on behalf of the Company, and does not have, and shall not be deemed, considered or alleged to have any, direct, indirect, joint, several, separate, individual, or independent liability, responsibility or obligation of any kind under the Master Policy, the Declaration, or this Certificate to the Insured Person or to any other person or entity, including without limitation to any Physician, Hospital, Extended Care Facility, Home Health Care Agency, or any other health care or medical service provider or supplier.

**Pre-certification; Pre-certify:** A general determination of Medical Necessity, only, made by the Company in reliance and based upon the completeness and accuracy of the information provided by the Insured Person and/or the Insured Person's healthcare or medical service providers, guardians, Relatives and/or proxies at the time thereof. Pre-certification is not an assurance, authorization, pre-authorization or verification of coverage, a verification of benefits, or a guarantee of payment.

**Pre-existing Condition:** Any Injury, Illness, sickness, disease, or other physical, medical, Mental or Nervous Disorder, condition or ailment that, with reasonable medical certainty, existed at the time of Application or at any time during the three (3) years prior to the Effective Date of this insurance, whether or not previously manifested, symptomatic or known, diagnosed, Treated, or disclosed to the Company prior to the Effective Date, and including any and all subsequent, chronic or recurring complications or consequences related thereto or resulting or arising therefrom.

**Premium:** The premium payments required to effectuate and maintain the Insured Person's insurance coverage and benefits under this insurance, in the amounts and at the times ("Due Dates") established by the Company in its sole discretion from time to time.

**Professional Athletics:** A sport activity, including practice, preparation, and actual sporting events, for any individual or organized team that is a member of a recognized professional sports organization, is directly supported or sponsored by a professional team or professional sports organization, is a member of a playing league that is directly supported or sponsored by a professional team or professional sports organization; or has any athlete receiving for his or her participation any kind of payment or compensation, directly or indirectly, from a professional team or professional sports organization.

**Proof of Claim:** Duly completed and signed claim form, authorization to release medical information, Physician, Hospital and other healthcare provider's statement detailing out the cost and services rendered and proof of payment for services rendered. Refer to the PROOF OF CLAIM provision for further details.

**Radiology:** Specialty services that use medical imaging to diagnose and treat diseases seen within the body. Imaging techniques used in radiology include X-ray, radiography, ultrasound, computed tomography (CT), nuclear medicine including positron emission tomography (PET), and magnetic resonance imaging (MRI).

**Registered Nurse:** A graduate nurse who has been registered or licensed to practice by a State Board of Nurse Examiners or other state authority, and who is legally entitled to place the letters "R.N." after his or her name.

**Relative:** A parent, legal guardian, Spouse, son, daughter, or immediate family member of the Insured Person.

**Rider:** Any exhibit, schedule, attachment, amendment, endorsement, Rider or other document attached to, issued in connection with, or otherwise expressly made a part of or applicable to, the Master Policy, this Certificate, the Declaration, or the Application, as the case may be.

**Routine Physical Examinations:** Examination of the physical body by a Physician for preventative or informative purposes only, and not for the Treatment of any previously manifested, symptomatic, diagnosed or known Illness or Injury.

**Self-inflicted:** Action or inaction by the Insured Person that the Insured Person consciously understands will or may cause or contribute, directly or indirectly, to his or her personal Injury or Illness. Self-inflicted specifically includes failure of an Insured Person to follow his or her doctor's orders, complete prescriptions as directed, or follow any health care protocol or procedures designed to return or maintain his or her health.

**Spouse:** An Insured Person's legal husband and/or wife. Such Spouse must have met all requirements of a valid marriage contract in the state of marriage of such parties. The term "Spouse" shall exclude: a husband or wife who is legally separated or divorced from the Insured Person so long as all requirements have been met of a valid separation agreement or divorce decree in the state granting such separation or divorce; and/or spouse who is on active military duty; and/or a Spouse who is covered under this insurance.

**Substance Abuse:** Alcohol, drug or chemical abuse, misuse, illegal use, overuse or dependency.

**Surgery or Surgical Procedure:** An invasive diagnostic or Surgical Procedure; or the Treatment of Illness or Injury by manual or instrumental operations performed by a Physician while the patient is under general or local anesthesia.

**Telemedicine:** The use of medical information (beyond a verbal history) exchanged from one healthcare provider site to another via electronic communications to improve patients' health status. Videoconferencing, transmission of still images, and remote monitoring of vital signs are all considered part of Telemedicine. Telemedicine services that would be considered for Medical Necessity and appropriateness by the Company under the plan would include without limit:

- Specialist referral services which typically involves of a specialist assisting a general practitioner in rendering a diagnosis to guide Treatment.

- Patient consultations using telecommunications to provide medical data, which may include audio, still or live images, between a patient and a Physician or other healthcare provider for use in rendering a diagnosis and Treatment plan. This might originate from a remote clinic to a Physician's office using a direct transmission link or may include communicating electronically.
- Remote patient monitoring using devices to remotely collect and send data from a medical facility to a monitoring station for interpretation. Such applications might include a specific vital sign, such as blood glucose or heart ECG.

**Terms:** Terms, provisions, conditions, definitions, limits, sub-limits, limitations, wordings, restrictions, qualifications and/or exclusions.

**Terrorism:** Criminal acts, including against civilians, committed with the intent to cause death or serious bodily injury, or taking of hostages, with the purpose to provide a state of terror in the general public or in a group of persons or particular persons, intimidate a population, or compel a government of international organization to do or to abstain from doing an act.

**Travel Warning:** Published statement or web-site document issued by the United States Department of State, Bureau of Consular Affairs or similar government agency of the Insured Person's Home Country, warning that travel to specific identified countries is hazardous and is not advised.

**Treated; Treatment:** Any and all undertakings, services and/or procedures rendered or employed with respect to the management and/or care of an Insured Person for the purpose of identifying, testing for, analyzing, diagnosing, treating, curing, resolving, preventing, monitoring, attending to, caring for, controlling and/or combating any Illness or Injury or the symptoms or manifestations thereof, including without limitation: verbal or written advice, consultation, examination, discussion, diagnostic or laboratory testing or evaluation of any kind, pharmacotherapy or other medication, and/or Surgery.

**Unexpected:** Sudden, unintentional, not expected, and unforeseen.

**Usual, Reasonable and Customary:** A typical and reasonable amount of reimbursement for similar services, medicines, or supplies within geographic and/or demographic the area in which the charge is incurred. In determining the typical and reasonable amount of reimbursement, the Company may, in its reasonable discretion, consider one or more of the following factors, without limitation: the amount charged by the provider; the amount charged by similar providers or providers in the same or similar locality; the amount reimbursed by other payors for the same or comparable services, medicines or supplies in the same or similar locality; the amount reimbursed by other payors for the same or comparable services, medicines or supplies in other parts of the country; the cost to the provider of providing the service, medicine or supply; the level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or service as compared to the length of time required to perform other similar services; the length of time required to perform the procedure or service as compared to national standards and/or benchmarks; the severity or nature of the Illness or Injury being treated; and such other factors as the Company, in the reasonable exercise of its discretion, determines are appropriate.



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# ChoiceAmerica™

Certificate of Insurance

Plan Administered by:



Plan Underwritten by:



# CHOICEAMERICA™

Plan B

## Certificate of Insurance



**THE MASTER POLICY IS NOT A COMPREHENSIVE OR FULL-COVERAGE ACCIDENT AND HEALTH INSURANCE POLICY, NOR IS IT A MAJOR MEDICAL PLAN. RATHER, IT PROVIDES LIMITED SCHEDULED BENEFITS TO INSURED PERSONS, AS OUTLINED HEREIN, WHILE THEY ARE TRAVELING OR TEMPORARILY RESIDING OUTSIDE THEIR HOME COUNTRY.**



**IMPORTANT NOTICE REGARDING PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA):** This insurance is not subject to, and does not provide benefits required by, PPACA. On January 1, 2014, PPACA requires United States citizens, United States nationals and resident-alien to obtain PPACA compliant insurance coverage unless they are exempt from PPACA. Penalties may be imposed on persons who are required to maintain PPACA compliant coverage but do not do so.

Eligibility to purchase or extend this product, or its terms and conditions, may be modified or amended based upon changes to applicable law, including PPACA. Please note that it is solely your responsibility to determine if PPACA is applicable to you and the Company and IMG shall have no liability whatsoever, including for any penalties that you may incur, for your failure to obtain required PPACA compliant coverage.

# Table of Contents

- Benefit Summary .....3
- A. Schedule of Benefits / Benefit Summary .....5
- B. Agreement.....5
- C. Conditions and General Provisions .....5
- D. Eligibility ..... 11
- E. Pre-Certification Requirements ..... 11
- F. Eligible Medical Expenses.....12
- G. Common Carrier Accidental Death.....13
- H. Cruises Within the United States, Canada or Mexico: .....14
- I. Emergency Medical Evacuation ..... 14
- J. Lost / Stolen Passport: .....15
- K. Return of Mortal Remains.....15
- L. Exclusions .....15
- M. Definitions.....19

# BENEFIT SUMMARY

Coverage Limit / Maximum Amount for Eligible Medical Expenses	
Period of Coverage	Twelve (12) continuous months of maximum coverage
Certificate Period	Refer to the Declaration page for the Effective and termination dates of coverage
Period of Coverage Maximum Limit	\$50,000
Age Limit:	15 days to 75 years of age
Extension Option	Extension Limits: After initial Certificate Period, extensions may be purchased up to the maximum Period of Coverage Refer to the EXTENSION/AMENDMENT OF BENEFITS provision for complete details
Area of Coverage	United States, Canada, and Mexico only (North America)
Deductible for Eligible Medical Expenses	
Per Certificate Period	
Deductible	Refer to the Declaration page
Coinsurance for Eligible Medical Expenses	
Per Certificate Period	
Coinsurance	Plan pays 100% The insured is responsible for Charges that are not considered Eligible Medical Expenses and exceed the Maximum Limits stated in the Inpatient Services, Outpatient Services, Emergency Services, and Other Services sections of this Benefit Summary.
Pre-certification	
<ul style="list-style-type: none"> <li>▪ Medical Evacuation: No coverage if Pre-certification requirements are not met. Refer to the MEDICAL EVACUATION provision for complete requirements and coverage.</li> <li>▪ If Treatments &amp; supplies are not pre-certified, Eligible Medical Expenses will be reduced by fifty percent (50%). Refer to PRE-CERTIFICATION REQUIREMENTS, SPECIFIC REQUIREMENTS, provision for a complete list of services that require pre-certification.</li> <li>▪ Deductible is taken after reduction.</li> <li>▪ Coinsurance is applied to remainder of the reduced amount.</li> </ul>	
Inpatient Services	
Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Maximum Limits per Certificate Period	
Benefit	Limits
Pre-admission Testing	Maximum: \$1,100
Inpatient Physician <ul style="list-style-type: none"> <li>▪ Visit Limit: 1 per day</li> <li>▪ Maximum Visit Limit: 30</li> </ul>	Maximum per Visit: \$90
Specialist Consultation <ul style="list-style-type: none"> <li>▪ Must be ordered by attending Physician</li> </ul>	Maximum per Consultation: \$500
Hospital / Room & Board <ul style="list-style-type: none"> <li>▪ Average semi-private room rate</li> <li>▪ Includes miscellaneous Charges and Ancillary Services</li> <li>▪ Maximum Days: 30</li> </ul>	Maximum per Day: \$1,950
Intensive Care <ul style="list-style-type: none"> <li>▪ Maximum Days: 8</li> </ul>	Additional Benefit per Day: \$850
Private Duty Nursing	Maximum: \$550
Surgeon	Maximum per Surgical Session: \$5,500

<b>Inpatient Services</b> Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Maximum Limits per Certificate Period	
Benefit	Limits
Assistant Surgeon	Maximum per Surgical Session: \$1,375
Anesthesia	Maximum per Surgical Session \$1,375
<b>Outpatient Services</b> Subject to Deductible and Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Maximum Limits per Certificate Period	
Outpatient Physician <ul style="list-style-type: none"> <li>▪ Daily Visit Limit: 1</li> <li>▪ Maximum Visit Limit: 10</li> </ul>	Maximum per Visit: \$90
Diagnostic Laboratory and Radiology	Maximum: \$950
Hospital Emergency Room	Maximum per Visit: \$550
Surgical Facility	Maximum per Surgical Session: \$1,000
Surgeon	Maximum per Surgical Session: \$5,500
Assistant Surgeon	Maximum per Surgical Session: \$1,375
Anesthesia	Maximum per Surgical Session: \$1,375
Physical Therapy: United States <ul style="list-style-type: none"> <li>▪ Daily Visit Limit: 1</li> <li>▪ Maximum Visit Limit: 12</li> </ul>	Maximum per Visit: \$40
Extended Care Facility <ul style="list-style-type: none"> <li>▪ Maximum Days: 15</li> <li>▪ Upon direct transfer from acute care Hospital</li> </ul>	Maximum per Day \$250
Prescriptions	Maximum: \$250
<b>Emergency Services</b> NOT Subject to Deductible or Coinsurance unless otherwise noted Charges are Subject to Usual, Reasonable, and Customary Maximum Limits per Certificate Period	
Common Carrier Accidental Death	Insured Person Maximum: \$5,000 Family Maximum: \$25,000
Emergency Local Ambulance <ul style="list-style-type: none"> <li>▪ Subject to Deductible</li> <li>▪ Injury</li> <li>▪ Illness resulting in a Hospitalization admission</li> </ul>	Maximum: \$450
Emergency Medical Evacuation <ul style="list-style-type: none"> <li>▪ Approved in advance and Coordinated by the Company</li> <li>▪ Not subject to Period of Coverage Maximum Limit</li> </ul>	Maximum: per Evacuation \$50,000
Return of Mortal Remains <ul style="list-style-type: none"> <li>▪ Return of Insured Person's Mortal Remains to Country of Residence</li> <li>▪ Approved in advance and Coordinated by the Company</li> </ul>	Maximum: \$7,500 Local Burial/Cremation Maximum: \$5,000
<b>Other Services</b> Subject to Deductible unless otherwise noted. Charges are Subject to Usual, Reasonable, and Customary Maximum Limits per Certificate Period	
Dental Accident	Maximum: \$550
Lost or Stolen Passport	Maximum Limit: \$100
Terrorism	Maximum Limit: \$50,000

- A. SCHEDULE OF BENEFITS / BENEFIT SUMMARY:** Subject to the Terms of this insurance and the insurance plan shown in the Declaration, the insurance plan is available to the Insured Person while outside his/her Home Country and offers benefits and coverage arising out of Injury or Illness incurred while the insurance plan shown in the Declaration is in effect.
- B. AGREEMENT:** Sirius International Insurance Corporation (publ) (the Company) promises and agrees to provide the Insured Person with the benefits described in the Master Policy, as outlined herein and coverage for which is certified hereunder by the Company. The Company makes this promise and agreement in consideration of the Assured's Application, the accuracy and truthfulness of the Insured Person's Application and payment of Premium, and subject to all of the Terms of the Master Policy as contained therein, including any Riders. The Master Policy is effective as of April 01, 2017, and shall remain in effect until terminated in accordance with the CONDITIONS AND GENERAL PROVISION, TERMINATION OF MASTER POLICY provision. This Certificate shall be effective as of the Effective Date of Coverage shown on the Declaration, and shall remain in effect until terminated in accordance with the CONDITIONS AND GENERAL PROVISION, TERMINATION OF COVERAGE FOR INSURED PERSONS provision. This Certificate is not part of the insurance contract. The contract is the Master Policy, the Application, the Declaration and any applicable Riders. This Certificate is merely a description of and evidence of the Insured Person's rights and benefits under the contract. The Declaration likewise is evidence of the coverage under the contract and a statement of the Effective Date of Coverage, subject always to the terms of coverage contained within the contract. The Company hereby recognizes International Medical Group®, Inc., as the Company's authorized agent and representative, and as the Plan Administrator of the Master Policy and this Certificate. Subject to the CONDITIONS AND GENERAL PROVISIONS and SERVICE OF SUIT; VENUE; CHOICE OF LAW; TRIAL BY COURT provisions, all communications, notices and payments to the Company that are required or permitted under the Master Policy and/or as described in this Certificate should be transmitted through the Plan Administrator, and receipt of same by the Plan Administrator shall be considered receipt by the Company. THIS INSURANCE IS ISSUED PURSUANT TO APPLICABLE SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF STATE INSURANCE GUARANTY LAWS TO THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER.
- C. CONDITIONS AND GENERAL PROVISIONS:** The following Terms are conditions precedent to the Company's liability under the insurance provided to the Insured Person pursuant to and in accordance with the Terms of the Master Policy, as represented by this Certificate (such insurance being sometimes referred to herein as "this insurance" or "the plan"):
- (1) ENTIRE AGREEMENT:** The Master Policy, including the Application, the Declaration, and any Riders, which constitutes the entire agreement between the Insured Person, the Assured and the Company ("Insurance Contract"). This Certificate, including the Application, the Declaration, and any Riders, is an outline and evidence of the insurance provided by the Master Policy. This Certificate does not extend or change the coverage provided by the Master Policy. The insurance evidenced by this Certificate is subject to all Terms of the Master Policy, including the Application, the Declaration, and any Riders.
- (2) PREMIUM:** Payment of required Premium shall be remitted to the Company on or before the Effective Date of Coverage. In accordance with the CANCELLATION BY INSURED PERSON provision, the Insured Person has the right to cancel the Certificate and to have the premium refunded if, after examination of the Certificate, the insured person is not satisfied for any reason.
- (3) CLAIMS NOTIFICATION:** All claims and related claim information should be filed with the Company through the Plan Administrator at the contact information below, or online at <http://myimg.imglobal.com>, as soon as possible:
- International Medical Group  
Attn: Claims Department  
PO Box 88500  
Indianapolis, IN 46208-0500  
USA
- (4) PROOF OF CLAIM:** When the Company receives notice of a claim for benefits under this insurance from or on behalf of an Insured Person it will provide the Insured Person with a claim form for filing Proof of Claim:
- (a) The following items must be submitted by or on behalf of the Insured Person to be considered a complete Proof of Claim eligible for consideration of coverage under this insurance.
- (i) a duly completed, timely submitted, and signed claim form and authorization for release of information; and
  - (ii) all original itemized bills and statements of services rendered from all Physicians, Hospitals and other healthcare or medical service providers involved with respect to the claim; and
  - (iii) all original receipts for any costs, fees or expenses that have been incurred or paid by or on behalf of the Insured Person with respect to the claim, including without limitation all original receipts for any cash and/or credit card payments. The provider of service's full name, address, telephone number (including area/country code), date of service, description of services (applicable procedure codes), and diagnosis code must be included on the receipts.

- (b) The Insured Person and/or Physician, Hospital and other healthcare and medical service providers and supplier shall have ninety (90) days from the date a claim is incurred to submit a complete Proof of Claim, The Company at its option may pend resolution and adjudication of submitted claims and/or may deny coverage due to:
- (i) an incomplete Proof of Claim; and/or
  - (ii) failure to submit a Proof of Claim.

The Company at its option may waive the requirements regarding submission of a new claim form for subsequent claims incurred by an Insured Person relating to a continuing illness, injury, or other medical condition for which a properly completed and signed claim form has previously been submitted and received.

- (5) **APPEALING A CLAIM:** In the event the Company denies all or part of a claim, the Insured Person shall have sixty (60) days from the date that the notice of denial was mailed to the Insured Person's last known residence or mailing address within which to appeal the determination. The Insured Person must file two (2) appeals prior to bringing any legal action under the contract of insurance. The Insured Person should submit a written request for an appeal along with comments, all relevant, pertinent or related documents, medical records, and other information relating to the claim. The Company's review will take into account all comments, documents, records, and other information submitted by the Insured Person relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination. Upon receipt of a written appeal, the Company shall have an opportunity for further reasonable investigation and/or review as set forth in the EXTENSION/AMENDMENT provision, and will respond in writing as soon as reasonably practicable, and in any event within ninety (90) days from receipt thereof.

The appeal must be sent to:

International Medical Group  
Attn: Benefit Review  
2960 N. Meridian Street  
Indianapolis, IN, 46208  
USA

- (6) **ASSIGNMENT, CHANGE OR WAIVER:** Notwithstanding any law, statute, judicial decision, or rule to the contrary which may be or may purport to be otherwise applicable within the jurisdiction, locale or forum state of any healthcare or medical service provider, no transfer or assignment of any of the Insured Person's rights, benefits or interests under this insurance shall be valid, binding on, or enforceable against the Company (or the Plan Administrator) unless first expressly agreed and consented to in writing by the Company. Any such purported transfer or assignment not in compliance with the foregoing Terms shall be void *ab initio* and without effect as against the Company (or the Plan Administrator), and the Company shall have no liability of any kind under this insurance to any such purported transferee or assignee with respect thereto. The Terms of the Master Policy as evidenced by this Certificate shall not be waived, modified or changed except by the express written agreement of the Company.
- (7) **SERVICE OF SUIT; VENUE; CHOICE OF LAW; TRIAL BY COURT:** No action at law or in equity can be brought by an Insured Person to recover on the contract of insurance prior to the later of (a) expiration of the later of sixty (60) days after written Proof of Claim has been furnished in accordance with the contract of insurance or (b) exhaustion of two (2) appeals under the APPEALING A CLAIM provision. No action at law or in equity can be brought after the expiration of three (3) years after the time written Proof of Claim is required to be furnished under the contract of insurance. The contract of insurance between the Insured Person and the Company as represented by the Master Policy and evidenced by this Certificate shall be deemed issued, finalized and made in Indianapolis, Indiana. Sole and exclusive jurisdiction and venue for any court action or administrative proceeding relating to this insurance shall be in Marion County, Indiana, for which the Insured Person expressly consents. The subjects, risks and benefits of insurance covered by the Master Policy and evidenced by this Certificate are not intended or considered by the Insured Person or the Company (or the Plan Administrator) to be resident, located, or to be performed in any particular State of the United States. Indiana surplus lines law shall govern all rights and claims raised under this Certificate of Insurance.

In the event of the failure of the Company to provide benefits or pay or reimburse any amount claimed to be due under this insurance, the Company, at the request of the Insured Person and upon receipt of lawful process or summons, will submit to the jurisdiction of a court of competent subject matter jurisdiction located in Marion County, Indiana, provided there exists an independent statutory and constitutional basis for *in personam* jurisdiction over the Company in said court and by said forum State. The Company and the Insured Person consent to personal jurisdiction and venue in the Circuit and/or Superior Courts of Marion County, Indiana, and in the United States District Court for the Southern District of Indiana, Indianapolis Division (assuming that federal jurisdiction is otherwise appropriate and lawful). All trials regarding any dispute under this insurance shall be exclusively presented to and determined solely by the court as the trier of fact, without a jury. The Company reserves the right, acting by and through the Plan Administrator, to initiate and pursue actions for declaratory judgment and/or other appropriate relief with respect to the validity, binding effect, administration of and/or any dispute or controversy arising under this insurance. In any suit instituted by or against the Company or the Insured Person pursuant to the Terms of this provision, the Company and the Insured Person will abide by the final decision of such Indiana court or of any appellate court in the event of an appeal.



Nothing in this provision constitutes or should be deemed, considered or understood to constitute a waiver of the Company's rights to: (a) oppose venue, procedural and/or substantive choice of law, personal jurisdiction, or subject matter jurisdiction in any forum other than the Circuit or Superior Courts of Marion County, Indiana, or the United States District Court for the Southern District of Indiana, Indianapolis Division (assuming that federal jurisdiction is otherwise appropriate and lawful), (b) commence an action in any court of competent jurisdiction in or outside of the United States, (c) remove an action to a United States District Court, or (d) seek transfer of a case to another court or forum as permitted by the laws of such forum or the laws of the United States or of any State in the United States, as applicable; all of which rights are expressly reserved and retained.

Subject to and without limiting, expanding, superseding, modifying or waiving any of the foregoing Terms contained in this provision, pursuant to any statute of any State, territory or district of the United States which makes provision thereof, the Company hereby designates the Superintendent, Commissioner, or Director of Insurance (or such other officer specified for that purpose in the statute), or his successor or successors in office, as its true and lawful attorney, under a special power of attorney, upon whom may be served any lawful process issued in connection with the initiation of any action, suit or proceeding instituted by or on behalf of the Insured Person arising out of this insurance, including specifically the Commissioner of Insurance for the Indiana Department of Insurance, 311 West Washington Street, Suite 300, Indianapolis, IN 46204, and hereby designates and appoints John P. Dearie, Jr., Esq., Locke Lord, LLP, Brookfield Place, 200 Vesey Street, 20th Floor, New York, New York 10281-2101, as its attorney-in-fact and agent for service of process to whom said officer or Commissioner is authorized to mail or serve any such process or a true copy thereof.

For Florida residents only: If any dispute shall arise as under the terms and conditions of this Certificate, such dispute may be referred to arbitration in accordance with the procedures of the American Arbitration Association. Any such arbitration shall be held within fifty (50) miles of the Insured Person's residence, with the Company to pay costs and fees (not including any attorney fees) of the proceeding in excess of five hundred dollars (\$500.00).

- (8) **MISREPRESENTATION:** Any false representation incomplete information, misleading statement, misstatement, omission, concealment or fraud, whether or not innocently made, either in the Insured Person's Application which forms a part of the Master Policy and this Certificate, or in relation to any claim form, statement, certification or warranty made by the Insured Person or his/her representatives, agents or proxies, whether in writing or otherwise, to the Company or the Plan Administrator or their respective agents, employees or representatives, or in connection with the making of any claim under this insurance, shall render the Declaration and this Certificate null and void and all claims and benefits under this insurance shall be forfeited and waived.
- (9) **INSOLVENCY:** The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors or dissolution of the Assured or any Insured Person shall not impose upon the Company any liability or obligation other than that specifically included in this insurance.
- (10) **SUBROGATION CLAUSE:** The Insured Person shall undertake to pursue in his/her own name and stead, and to fully cooperate with the Company in the pursuit and prosecution of, any and all valid claims that the Insured Person may have against any third party who may be liable or responsible for any loss or damage arising out of any act, omission or occurrence which results or may result in a loss payment, provision of benefits, or coverage of claim by the Company under this insurance, and to fully account to the Company for any amounts recovered or recoverable in connection therewith, on the basis that the Company shall be reimbursed and entitled to recover first in full for any sums paid or to be paid by it before the Insured Person shares in any amount so recovered. The Insured Person further agrees and understands that the Company requires the Insured Person to complete a subrogation questionnaire, sign an acknowledgment of the Company's Subrogation rights and sign an agreement before the Company considers paying, or continues to pay, any claims. Should the Insured Person fail to so cooperate, account, or to prosecute any valid claims against any such third party or parties, and the Company thereupon or otherwise becomes liable or otherwise obligated to make payment under the Terms of this insurance, then the Company shall be fully subrogated to all rights and interests of the Insured Person with respect thereto and may prosecute such claims in its own name as subrogee. The Insured Person's submission of Proof of Claim or acceptance of coverage or benefits under this insurance shall be deemed to constitute an authorization, consent and assignment of such subrogation rights by the Insured Person to the Company. The Insured Person agrees the Company has a secured proprietary interest in any settlement proceeds the Insured Person receives or may be entitled to receive. The Insured Person understands and agrees the Company is entitled to a constructive trust interest in the proceeds of any settlement or recovery. The Insured Person agrees to include the Company as a co-payee on any settlement check or check from any third party or insurer. The Insured Person agrees he/she will not release any party or their insured without prior written approval from the Company, and will take no action which prejudices the Company's rights. The Insured Person is obligated to inform their legal representative of the Company's rights and lien and to make no distributions from any settlement or judgment which will in any way result in the Company receiving less than the full amount of its lien without the written approval of the Company. Any amount recovered by the Company in accordance with the foregoing shall first be used to pay in full the costs and expenses of collection incurred by the Company, including reasonable attorneys' fees, and for reimbursement to the Company for any amount that it may have paid or become liable to pay under this insurance. Any remaining amounts recovered shall be paid to the Insured Person or other persons lawfully entitled thereto, as applicable. In the event that the Insured Person receives any form or type of settlement and either fails or refuses to abide by the terms

of this insurance contract, in addition to any other remedies the Company may have, the Company retains a right of equitable offset against future claims.

**(11) OTHER INSURANCE** - The Company shall not be liable or obligated to provide any coverage or benefits or to pay or reimburse any claim under this insurance if there is any other insurance, membership benefit, workers' or workplace compensation coverage program or other government program, reimbursement or indemnification coverage, right of contribution, recoupment or recovery, contract, or any other third-party obligation or liability for provision of benefits ("Other Coverage") which would, or would but for the existence of this insurance, be available or obligated to provide such benefit or to pay or reimburse or provide indemnity for such claim, except in respect of any excess beyond the amount payable or provided under such Other Coverage had this insurance not been effected. The Company shall not be liable or obligated to provide any benefit or to pay or reimburse any claim in respect to Treatment or supplies furnished by any program or agency funded by any government or governmental authority.

**(12) CANCELLATION BY INSURED PERSON:** The Insured Person shall have three (3) days from the Initial Effective Date of Coverage (the "Review Period") to review the benefits, conditions, limitations, exclusions and all other Terms of the Master Policy as evidenced and outlined by this Certificate. If not completely satisfied, the Insured Person may request cancellation of this insurance retroactive to the Initial Effective Date of Coverage by sending a written request to the Company by mail or fax and received by the Company within the Review Period, thereby qualifying to receive a full refund of Premium paid. Upon effectuation of such cancellation and refund, neither the Company nor the Insured Person shall have any further rights, liabilities or obligations under this insurance. After the Review Period, the following conditions apply if the Insured Person wishes to cancel the insurance:

- (a) If any claims have been filed with the Company, the Premium is fully earned and is non-refundable.
- (b) If no claims have been filed with the Company,
  - (i) a cancellation fee of twenty dollars (\$20.00) will be charged; and
  - (ii) premium refunds will be pro-rated.

**(13) APPLICABLE CURRENCY:** All benefit amounts, coverage, monetary limits and sub-limits, and other amounts stated in the Master Policy, the Application, the Declaration, this Certificate, and in any Riders, including Premium, are in United States dollars.

**(14) COOPERATION** - The Insured Person and his/her Physicians, Hospitals and other healthcare and medical service providers and suppliers shall undertake to cooperate fully with the Company and the Plan Administrator in reviewing, investigating, adjudicating, considering an appeal of, and/or administering any claim for benefits under this insurance, including granting full right of access to all relevant, pertinent or related records, medical documentation, medical histories, reports, lab or test results, x-rays, and all other available evidence relating to or affecting the review, investigation, adjudication or administration of the claim. The Company at its own expense shall have the right and opportunity to examine all evidence related to a claim when and as often as it may reasonably require during the pendency of a claim hereunder. The Company at its option may suspend or pend adjudication of a claim, and/or may deny benefits and/or coverage for a claim, when there has been:

- (i) a refusal to so cooperate,
- (ii) an unreasonable delay in such cooperation, and/or
- (iii) any other act or omission on the part of the Insured Person and/or his/her healthcare providers which hinders, delays, impairs, or otherwise prejudices the performance of the Company's obligations under this insurance.

**(15) CLAIM SETTLEMENT:** Eligible and covered claims for Eligible Medical Expenses or other benefits under this insurance that have previously been paid by or on behalf of the Insured Person at the time of the Company's favorable adjudication thereof will be reimbursed by the Company directly to the Insured Person, by check, at his/her last known residence or mailing address. While this insurance is in effect, in order to effectuate proper administration, the Insured Person shall undertake to promptly notify the Company of any change in such addresses. Eligible and covered claims for Eligible Medical Expenses or other benefits under this insurance that have not been paid by or on behalf of the Insured Person at the time of adjudication will be paid by the Company by check or electronic funds transfer to the Insured Person at his/her last known residence or mailing address, or, at the sole option and discretion of the Company (but without obligation to do so), and as an accommodation to the Insured Person, directly to the provider(s), as applicable. All claim settlements, payments and reimbursements are subject to the applicable Deductible and Coinsurance, if any, and to the benefit limits and sub-limits and all other Terms of this insurance. No healthcare or medical service provider or supplier, or any other third-party, shall have any direct or indirect interest, claim or right of action against the Company under this Certificate, the Declaration or the Master Policy, whether by purported assignment of benefits, subrogation of interests or otherwise, unless first expressly agreed and consented to in writing by the Company, and notwithstanding the Company's exercise or failure to exercise any option or discretion under this provision regarding the method of claim payment. No such provider, supplier or other third-party is intended to have or shall have any rights as a third-party beneficiary under this Certificate, the Declaration, or the Master Policy.

**(16) FRAUDULENT CLAIMS:** A person who knowingly and with intent to defraud the Company files a statement of claim containing any false, incomplete, or misleading information commits a felony. If any claim or request for benefits under this insurance shall knowingly be in any respect false, incomplete, misleading, concealing, fraudulent or deceitful, or if the Insured Person or anyone acting for or on his/her behalf under this insurance knowingly uses any false, incomplete, misleading, concealing, fraudulent or deceitful statements regarding the Insured Person, the insurance contract and all coverage thereunder may be cancelled, voided, rescinded and terminated by the Company in its sole and absolute discretion, and the Company shall have no obligation or liability for any such benefits, coverage or claims.

**(17) ARBITRATION:** With the exception of Florida residents' option to refer to arbitration, no claim for benefits for which liability, eligibility, or coverage under this insurance has been denied in whole or in part by the Company nor any other dispute or controversy arising under or related to this insurance shall be arbitrable or subject to arbitration under any circumstances or for any reason.

**(18) TERMINATION OF MASTER POLICY:** The Master Policy can be terminated at any time by either the Company or the Assured by giving at least thirty (30) days written notice to the other and to the Insured Person. Such termination will have no effect on this Certificate prior to the date of the termination, or on eligible coverage or benefits under this insurance accrued prior thereto. No additional Certificates will be issued or further Applications accepted for the plan after the date the Master Policy is terminated.

**(19) TERMINATION OF COVERAGE FOR INSURED PERSONS:** Coverage and benefits for the Insured Person under this insurance will terminate effective at 12:01 AM, EST, on the earliest of the following dates:

- (a) the next day following the end of the coverage period for which Premium has been fully and timely paid; or
- (b) the termination date as shown on the Declaration for this Certificate; or
- (c) the date the Master Policy is terminated; or
- (d) the date the Insured Person returns to his/her Home Country; or
- (e) the date the Insured Person has left the Host Countries unless otherwise specified under this Certificate; or
- (f) the next day following twelve (12) months from the Initial Effective Date; or
- (g) the date the Insured Person first fails to meet or no longer meets the eligibility requirements for this insurance as set forth in the Master Policy and outlined in this Certificate; or
- (h) the date the Company, at its sole option, elects to cancel from the insurance plan (sometimes referred to herein as "this insurance plan") all insured persons of the same gender, age, class or geographic location as the Insured Person, provided the Company gives no less than thirty (30) days advance written notice by mail to the Insured Person's last known residence or mailing address of its intent to exercise such option; or
- (i) the date the Insured Person enters active military service; or
- (j) The date specified by the Company in any notice of cancellation, forfeiture or rescission issued pursuant to or as a result of the circumstances set forth in the MISREPRESENTATION, CANCELLATION BY INSURED PERSON, FRAUDULENT CLAIMS, RIGHT OF RECOVERY or RENEWAL/AMENDMENT.

Coverage for the Insured Person shall remain in full force and effect unless terminated pursuant to this provision, except as otherwise provided in the Master Policy, the Declaration, or this Certificate.

**(20) PATIENT ADVOCACY:** Neither the Company nor the Plan Administrator shall have any right, obligation, or authority of any kind to ultimately select Physicians, Hospitals, or other healthcare or health service providers for the Insured Person or to make any medical Treatment decisions for or on behalf of the Insured Person, and all such decisions shall be made solely and exclusively by the Insured Person and/or his/her guardians, family members and treating Physicians and other healthcare providers. Subject to the foregoing, the Company may determine that a particular claim, benefit, Treatment, or diagnosis occurring under or relating to this insurance may be placed under the Company's "Patient Advocacy" program to ensure that Medically Necessary Treatment and supplies are provided in the most cost effective manner. In the event the Company determines that a claim, benefit, Treatment, or diagnosis meets the Company's Patient Advocacy program guidelines, the Company will notify the Insured Person as soon as reasonably practicable, and a Patient Advocate will be assigned to the Insured Person. Thereafter, the Company's Patient Advocate may make evaluations and/or recommendations of Treatment settings and/or procedures and/or supplies that may be more cost effective for the Company and/or the Insured Person. Such recommendations will be made with input from the Insured Person and/or the Insured Person's guardians, family members and treating Physicians and other healthcare providers, and will be made only when it can be reasonably demonstrated that the Medically Necessary Treatment and/or supplies can be provided in a more cost effective manner to the Company and/or the Insured Person. The Company will use its best efforts to evaluate and recommend Treatment settings and/or procedures and/or supplies that can reasonably be expected to result in the same or better care of the Insured Person. The Insured Person is under no obligation to accept or follow any of the Company's recommendations. However, if the Insured Person accepts and follows any of the Company's recommendations, the Insured Person agrees to hold the Company and the Company's agents and representatives, including the Patient

Advocate, harmless from same, and the Company shall not be held liable or otherwise responsible for any Treatment or supply provided to the Insured Person except for the payment of claims and benefits eligible for coverage under the Terms of this insurance. After the Insured Person has been notified that the claim, Treatment, benefit or diagnosis meets the Company's Patient Advocacy program guidelines, the Company reserves the right, at its option and in its sole discretion without liability, to:

- (a) make payment for Treatment and/or supplies which, although not expressly covered under this insurance, may be beneficial to the Insured Person and cost effective to the Company; and/or
- (b) deny coverage and/or benefits for any Charges, including Eligible Medical Expenses otherwise eligible for coverage but for the Terms of this provision, which exceed the amount the Company would have covered had the Insured Person accepted and followed the recommendations of the Patient Advocacy program.

**(21) RIGHT OF RECOVERY:** In the event of overpayment by the Company of any claim for benefits under this insurance, for any reason, including without limitation because:

- (a) all or part of the claim was not incurred by or paid by or on behalf of the Insured Person; or
- (b) the Insured Person or any member of the Insured Person's family, whether or not the family member is or was an Insured Person under this insurance plan, is repaid or is entitled to be repaid for all or part of the claim by OTHER COVERAGE or by or from a source other than the Company; or
- (c) all or part of the claim was not eligible for payment or coverage under the Terms of this insurance; or
- (d) all or part of the claim was paid or reimbursed based on an incorrect or mistaken application of benefits under this insurance; or
- (e) all or part of the claim has been excused, waived, abandoned, forfeited, discounted or released by the provider or supplier; or
- (f) the Insured Person is not liable or responsible as a matter of law for all or part of a claim;

The Company shall have the right to receive a refund and to recover the amount of overpayment from the Insured Person and/or the Hospital, Physician, and/or other provider of services or supplies (as the case may be). The amount of the refund and recovery for overpayment of claims shall be the difference between:

- (i) the amount actually paid by the Company; and
- (ii) the amount, if any, that should have been paid by the Company under the Terms of this insurance; and

For all other overpayments, the amount of the refund and recovery shall be the amount overpaid.

If the Insured Person, Hospital, Physician, or other provider of services or supplies does not promptly make any such refund to the Company, the Company may, in addition to any other rights or remedies available to it (all of which are reserved):

- (i) reduce or deduct from the amount of any future claim that is otherwise eligible for coverage or payment under this insurance, to the full extent of the refund due to the Company; and/or

Cancel this Certificate and all further coverage of the Insured Person under the Master Policy by giving thirty (30) days advance written notice by mail to the Insured Person at his/her last known residence or mailing address, and offset against the amount of any refund of Premium due the Insured Person to the full extent of the refund due to the Company

**(22) EXTENSION / AMENDMENT:** Subject to the Terms of the TERMINATION OF MASTER POLICY and TERMINATION OF COVERAGE FOR INSURED PERSONS provisions, an Insured Person can request coverage under this insurance plan to be extended, after an initial purchase, up to the maximum Period of Coverage of twelve (12) continuous months. Extensions may be purchased in increments, with the minimum being five (5) days, until reaching a maximum of twelve (12) continuous months in accordance with and subject to the Terms of the plan then in effect (including the Terms of the then applicable Master Policy) and so long as extension Premium is paid when due and the Insured Person otherwise continues to meet the applicable eligibility requirements of the plan. The maximum period of continuous coverage under this insurance, including the initial Certificate Period and any extended Certificate Period(s), may not exceed a total of twelve (12) continuous months.

The Company's commitment and the Insured Person's ability to extend is also subject to termination upon thirty (30) days written notice to the other party prior to the expiration date of the then existing Period of Coverage. The Company reserves the right in its sole discretion to make changes, additions and/or deletions to the Terms of the Master Policy, this Certificate, renewals or replacements of either, and/or to the insurance plan (including the issuance of Riders to effectuate same) at any time or from time to time after the Effective Date of Coverage of this Certificate, upon no less than ninety (90) days prior written notice to the Assured and the Insured Person (Notice of Amendment). The Notice of Amendment shall include a complete description of the changes, additions and/or deletions to be made, the Effective Date thereof (the Change Date), and notice of the Insured Person's cancellation rights as set forth below, and shall be sent first class mail, postage pre-paid, to the last known residence or mailing address of the Insured Person. Upon issuance of the Notice of Amendment, the Assured and/or the Insured Person shall have the right to request cancellation of this Certificate pursuant to the provisions

above, at any time prior to the Change Date; provided, however that cancellation under this provision shall be at the option of the Insured Person, and coverage under this insurance shall terminate with effect from the cancellation date specified by the Insured Person (subject to the TERMINATION OF COVERAGE FOR INSURED PERSONS p). If the Insured Person does not elect to cancel this Certificate in accordance with the foregoing, the changes, additions and/or deletions as made by the Company and specified in said Notice of Amendment shall take effect as of the Change Date specified in the Company's Notice, and this insurance shall thereafter continue in effect in accordance with its Terms, as so amended and modified.

**(23) EXPLANATION OR VERIFICATION OF BENEFITS:** In the event of any verbal or telephone inquiry, every attempt will be made to help the Insured Person and his/her healthcare providers and suppliers understand the status, scope and extent of available benefits and coverage under this insurance; provided, however, that no statement made by any agent, employee or representative of the Company or the Plan Administrator will be deemed or construed as an actionable representation, promise, or an estoppel, or will create any liability against the Company or the Plan Administrator or be deemed or construed to bind the Company or to modify, replace, waive, extend or amend any of the Terms of the Master Policy or this Certificate, unless expressly set forth in writing and signed by an authorized agent or representative of the Company. Actual eligibility determinations, benefit verifications, final coverage decisions and claim adjudications, and final payments and/or reimbursements of benefits or claims shall be determined and adjudicated only after or at the time a proper and complete Application and/or Proof of Claim is submitted (as the case may be), an opportunity for reasonable investigation and/or review is provided, cooperation required hereunder received, and all facts and supporting information, including relevant data, information and medical records when deemed necessary or appropriate by the Company, are presented in writing. Appealed claims may be further investigated and/or reviewed. The Terms of the Master Policy govern all available coverage and payments made or to be made. If a definite answer to a specific benefits or coverage question is required for any reason, the Insured Person or his/her healthcare providers may submit a written request to the Company, including all pertinent medical information and a statement from the attending Physician (if applicable), and a written reply will be sent by the Company and kept on file. If the Company elects to verify generally and/or preliminarily to a provider or the Insured Person that an Injury, Illness, diagnosis or proposed Treatment is or may be covered under this insurance, or that benefits for same are or may be available as outlined in this Certificate, any such verification of benefits does not guaranty either payment of benefits or the amount or eligibility of benefits. Final eligibility determinations, coverage decisions, claim appeals, and actual reimbursement or payment of claims or benefits are subject to all Terms of this insurance, including without limitation filing a proper and complete Proof of Claim) and complying with the COOPERATION provisions.

**D. ELIGIBILITY:** If an Insured Person is not eligible, this Certificate is void *ab initio* and all premium paid will be refunded. In order to be eligible and qualified for coverage under this insurance, a person must:

- (1) not be a citizen of or have a permanent residence in the United States; and
- (2) must be traveling outside of their Home Country; and
- (3) be an individual at least fifteen (15) days old and not older than seventy-five (75) years of age; and
- (4) complete and sign an Application as the Insured Person (or be listed thereon by proxy as an applicant and proposed Insured Person), and/or as the Insured Person's Spouse and/or Dependent; and
- (5) All potential Insured Persons must be visiting one of the Host Countries, elect and pay Premium for pay the required Premium on or before the Effective Date of Coverage; and
- (6) on the Effective Date have legally departed the Home Country and legally entered or in transit to one of the Host Countries and;
- (7) for Insured Persons sixty-five (65) and older visiting the United States, the initial Certificate Period must begin within thirty (30) days of arrival in the United States or the individual must have valid international travel insurance coverage expiring within thirty (30) days prior to initial Effective Date. United States domestic health care coverage does not serve to meet this requirement; and
- (8) receive notification of acceptance of his/her Application or extension from the Company; and
- (9) not be Hospitalized, Disabled, or HIV+ on the Initial Effective Date; and

**E. PRE-CERTIFICATION REQUIREMENTS:** Pre-certification is a general determination of Medical Necessity, only, and all such determinations are made by the Company (acting through its authorized agents and representatives) in reliance and based upon the completeness and accuracy of the information provided by the Insured Person and/or his/her relatives, guardians and/or healthcare providers at the time of Pre-certification. The Company reserves the right to challenge, dispute and/or revoke a prior determination of Medical Necessity based upon subsequent information obtained. Pre-certification is not an assurance, authorization, preauthorization, or verification of Treatment or coverage, a verification of benefits, or a guarantee of payment. The fact that Treatment or supplies are Pre-certified by the Company does not guarantee the payment of benefits, the availability of coverage, or the amount of or eligibility for benefits. The Company's consideration and determination of a Pre-certification request, as well as any subsequent review or adjudication of all medical claims submitted in connection therewith, shall remain subject to all of the Terms of the Master Policy and this Certificate, including exclusions for Pre-existing Conditions and other designated exclusions, benefit limitations and sub-limitations, and the

requirement that claims be Usual, Reasonable and Customary. Also, any consideration or determination of a Pre-certification request shall not be deemed or considered as the Company's approval, authorization or ratification of, recommendation for, or consent to any diagnosis or proposed course of Treatment. Neither the Company nor the Plan Administrator (nor anyone acting on their respective behalves) has any authority or obligation to select Physicians, Hospitals, or other healthcare providers for the Insured Person, or to make any diagnosis or medical Treatment decisions on behalf of the Insured Person, and all such decisions must be made solely and exclusively by the Insured Person and/or his/her family members or guardians, treating Physicians and other healthcare providers. If the Insured Person and his/her healthcare providers comply with the Pre-certification requirements of the Master Policy and this Certificate, and the Treatment or supplies are Pre-certified as Medically Necessary, the Company will reimburse the Insured Person for Eligible Medical Expenses incurred in relation thereto, subject to all Terms of this insurance, including the Deductible and Coinsurance. Eligibility for and payment of benefits are subject to all of the Terms of this insurance.

**(1) SPECIFIC REQUIREMENTS:** The following Treatments and/or supplies must always be Pre-certified for Medical Necessity by the Company through the Plan Administrator:

- (a) Inpatient Treatment
- (b) any Treatment in an Extended Care Facility; and
- (c) any Home Nursing Care; and
- (d) any Surgery or Surgical Procedure.

**(2) GENERAL REQUIREMENTS:** To comply with the Pre-certification requirements of this insurance for the Treatments and/or supplies listed in in the SPECIFIC REQUIREMENTS provision, above, the Insured Person or his/her Physician or healthcare provider must:

- (a) contact the Company through the Plan Administrator at the telephone numbers printed on the Insured Person's ID card, **as soon as possible before the Treatment or supply is to be obtained**, as follows:

Inside the United States:	+1.800.628.4664	E-mail:	<a href="mailto:acm@imglobal.com">acm@imglobal.com</a>
Outside the United States:	+1.317.655.4500 (Collect if necessary)	Website	<a href="https://myimg.imglobal.com">https://myimg.imglobal.com</a> ; and

- (a) comply with the instructions of the Company and submit any information or documents required by the Company; and
- (b) notify all Physicians, Hospitals and other healthcare providers that this insurance contains Pre-certification requirements and ask them to fully cooperate with the Company.

**(3) LOSS OF COVERAGE / BENEFITS FOR NON-COMPLIANCE WITH PRE-CERTIFICATION REQUIREMENTS:**

- (a) If the Insured Person or his/her healthcare providers do not comply with the Pre-certification requirements:
- (b) for the Treatment or supplies identified in the SPECIAL REQUIREMENTS provision above, or if such Treatment or supplies are not Pre-certified; and:
- (c) Eligible Medical Expenses incurred with respect to said Treatment and/or supplies will be reduced by the amount shown in the BENEFIT SUMMARY and
- (d) the Deductible will be subtracted from the remaining amount; and
- (e) Coinsurance will be applied.

**(4) EMERGENCY PRE-CERTIFICATION:** In the event of an Emergency Hospital admission, Pre-certification must be completed within forty-eight (48) hours after the admission or as soon as is reasonably possible.

**(5) CONCURRENT REVIEW:** For Inpatient Treatment of any kind, the Company will Pre-certify a limited number of days of confinement based upon the disclosed medical condition. Thereafter, Pre-certification must again be requested and approved if additional days of Inpatient Treatment are necessary.

**(6) APPEAL PROCESS:** If the Insured Person disagrees with a Pre-certification decision of the Company, the Insured Person may in writing ask the Company to reconsider the decision and may supply additional documentation to support the appeal. The Company will advise the Insured Person of its decision within a reasonable time frame following receipt of additional documentation and facts.

The appeal must be sent to Akeso Care<sup>®</sup> Management:

Phone: 317.655.4500, Option #2                      Fax: 317.655.4505; ATTN: Akeso Care  
Email: [ACM@akesocare.com](mailto:ACM@akesocare.com)

**F. ELIGIBLE MEDICAL EXPENSES:** Subject to the Terms of this insurance, including without limitation the Deductible and the various limits and sub-limits set forth in the BENEFIT SUMMARY., herein, and EXCLUSIONS provisions, the Company will reimburse the Insured Person for the following costs, Charges and expenses incurred by the Insured Person during the

Certificate Period with respect to an Illness or Injury suffered or sustained by the Insured Person during the Certificate Period and while this Certificate is in effect, so long as the Charges are Usual, Reasonable and Customary and are incurred for Treatment or supplies that are Medically Necessary:

**(1) Charges incurred at a Hospital for Inpatient Services:**

- (a) daily room and board and nursing services not to exceed the per day limit stated in the BENEFIT SUMMARY; and
- (b) daily room and board and nursing services in an Intensive Care Unit not to exceed the per day limit stated in the BENEFIT SUMMARY; and
- (c) Surgery including services and supplies; and
- (d) assistant surgeon including services and supplies; and
- (e) anesthesia including services administered by a Physician and supplies; and
- (f) use of observation, operating, Treatment or recovery room to be included in the per day room and board limit; and
- (g) services and supplies which are routinely provided by the Hospital to persons for use while Inpatient including medications and to be included in the per day room and board limit; and
- (h) Inpatient Physician visits not to exceed the visit and limit maximums stated in the BENEFIT SUMMARY.

**(2) Charges incurred at a Hospital for Emergency Room Services:**

- (a) Emergency Treatment of an Injury, even if Hospital confinement is not required; and
- (b) Emergency Treatment of an Illness; however, Charges for use of the emergency room itself will not be covered unless the Insured Person is directly admitted to the Hospital as Inpatient for further Treatment of that Illness.

**(3) Charges incurred for Surgery as an Outpatient including services, supplies and surgical facility.**

**(4) Charges by a Physician for a professional services including assistant surgeon.**

**(5) Charges incurred for Outpatient Treatment:**

- (a) dressings, sutures, casts or other supplies that are Medically Necessary to be included in Physician visits; and
- (b) diagnostic testing using radiology, ultrasonographic or laboratory services (psychometric, behavioral and educational testing are not included); and
- (c) anesthesia including services administered by a Physician and supplies; and
- (d) drugs which require prescription by a Physician for Treatment of Illness or Injury, but not for the replacement of lost, stolen, damaged, expired or otherwise compromised drugs, and for a maximum supply of ninety (90) days of any one prescription; and
- (e) Emergency Local Ambulance Transport necessarily incurred in connection with Injury; and
- (f) Emergency Local Ambulance Transport necessarily incurred in connection with an Illness resulting in Hospitalization; and
- (g) Outpatient Physician visits not to exceed the visit and limit maximums stated in the BENEFIT SUMMARY.
- (h) Telemedicine consultations through an established Telemedicine protocol system will be considered individually based on medical necessity and appropriateness as determined by the Company under the plan subject to Outpatient Physician visit limits stated in the BENEFIT SUMMARY; and
- (i) Dental Treatment and Dental Surgery, as necessary to restore or replace sound natural teeth lost or damaged resulting from an Accident related Injury that is covered under this insurance; and
- (j) physical therapy prescribed by a Physician and performed by a professional physical therapist, and necessarily incurred to continue recovery from a covered Injury or covered Illness; and
- (k) care in a licensed Extended Care Facility upon direct transfer from an acute care Hospital.

**G. COMMON CARRIER ACCIDENTAL DEATH:** Subject to the Terms of this insurance, including the Pre-existing Conditions exclusion as defined herein, in the event of the Unexpected death of an Insured Person during the Certificate Period as a result of an Injury that was suffered due to an Accident that occurred during the Certificate Period and while the Insured Person was traveling on a Common Carrier, the Company will pay a Common Carrier Accidental Death benefit up to the amount shown in the BENEFIT SUMMARY provided, however, that such Common Carrier Accidental Death benefits shall not exceed the maximum amount shown in the BENEFIT SUMMARY per Family involved in the same Accident. The Company will pay the benefit owed, upon proper application therefor, in the following order:

- (1)** to the beneficiary designated in writing by the Insured Person;

- (2) to the Insured Person's closest surviving relative in the following order
  - (a) Spouse,
  - (b) children,
  - (c) issue of deceased children,
  - (d) parent(s),
  - (e) siblings,
  - (f) issue of deceased siblings,
  - (g) grandparents,
  - (h) siblings of parents;
- (3) the Insured Person's estate;
- (4) to a claimant entitled to payment under applicable small estate affidavit laws.

**H. CRUISES WITHIN THE UNITED STATES, CANADA OR MEXICO:** Subject to the Terms of this insurance, including the Pre-existing Conditions exclusion as defined herein, Travel on a commercial cruise line when traveling as a fare paying passenger leaving and returning to a port within one of the Host Countries, the Company will reimburse the Insured Person for the ELIGIBLE MEDICAL EXPENSES for an Injury or Illness suffered or sustained by the Insured Person during the Certificate Period and while this Certificate is in effect, so long as the Charges are Usual, Reasonable and Customary and are incurred for Treatment or supplies that are Medically Necessary.

**I. EMERGENCY MEDICAL EVACUATION:** Subject to the Terms of this insurance, and the Conditions and Restrictions set forth below, the Company will reimburse the Insured Person up to the amount shown in the BENEFIT SUMMARY for the following transportation costs when the Company or Plan Administrator arranges such transportation and expenses are incurred by the Insured Person arising out of or in connection with an Emergency Medical Evacuation outside the Insured Person's Home Country during the Certificate Period:

- (1) Emergency air transportation to a suitable airport nearest to the Hospital in the United States, Canada or Mexico where the Insured Person will receive Treatment; and
- (2) Emergency ground transportation necessarily preceding Emergency air transportation and from the destination airport to the Hospital where the Insured Person will receive Treatment; and
- (3) Return ground and air transportation, upon medical release by the attending Physician, to the United States, Canada or Mexico where the evacuation initially occurred or to the Insured Person's Home Country.

**Conditions and Restrictions:** To be eligible for Emergency Medical Evacuation benefits:

- (1) The Insured Person must be in compliance with all Terms of this insurance; and
- (2) The Company will provide Emergency Medical Evacuation benefits only when the condition, Illness, Injury or occurrence giving rise to the Emergency Medical Evacuation is covered under the Terms of this insurance; and
- (3) The Company will provide Emergency Medical Evacuation benefits only when the Insured Person is outside his/her Home Country when the condition giving rise to the Emergency Medical Evacuation arises. The Company will not provide Emergency Medical Evacuation from the Insured Person's Home Country to any other country, or to another location within the Insured Person's Home Country; and
- (4) The Company will provide Emergency Medical Evacuation benefits only when all of the following conditions and restrictions are met:
  - (a) Medically Necessary Treatment cannot be provided locally; and
  - (b) transportation by any other means or methods would result in loss of the Insured Person's life or limb based upon a reasonable medical certainty; and
  - (c) Emergency Medical Evacuation is recommended by the attending Physician who certifies to the matters in subparagraphs (a) and (b) above; and
  - (d) Emergency Medical Evacuation is agreed to by the Insured Person or a Relative of the Insured Person; and
  - (e) Emergency Medical Evacuation is approved in advance and all arrangements are coordinated and approved by the Company; and
  - (f) the condition, Illness, Injury or occurrence giving rise to the need for the Emergency Medical Evacuation:
    - (i) occurred outside the Insured Person's Home Country suddenly, Unexpectedly, and spontaneously, and without:



1. advance warning,
2. advance Treatment, diagnosis or recommendation for Treatment by a Physician, or
3. prior manifestation of symptoms or conditions which would have caused a reasonably prudent person to seek medical attention prior to the onset of the Emergency; and

(ii) was not a Pre-existing Condition.

The Company will cover reimbursement for the above-described costs and expenses and will arrange Emergency Medical Evacuation only to the nearest Hospital that is qualified to provide the Medically Necessary Treatment to prevent the Insured Person's loss of life or limb. The Insured Person may select a different Hospital in his/her Home Country at his/her option, but in such event the Insured Person shall be solely responsible for all costs and expenses in excess of the amounts that would have been incurred to the nearest qualified Hospital. If a Hospital other than the nearest qualified Hospital is selected by the Insured Person, then the attending Physician, Insured Person, or a Relative of the Insured Person shall certify to the Company the Insured Person's understanding and acknowledgement of such responsibility for excess costs and expenses in addition to the matters set forth in the Conditions and Restrictions above. In all cases the Company will make the necessary arrangements for the Emergency Medical Evacuation and will use its best efforts to arrange with independent, third-party contractors any Emergency Medical Evacuation within the least amount of time reasonably possible. By acceptance of this Certificate and request for Emergency Medical Evacuation benefits hereunder, the Insured Person understands, acknowledges and agrees that the timeliness, duration, occurrences during, and outcome of an Emergency Medical Evacuation can be directly and indirectly affected by events and/or circumstances which are not within the supervision or control of the Company, including but not limited to: the availability, limitations, physical condition, reliability, maintenance and training schedules and procedures, and performance or non-performance of competent transportation equipment, supplies and/or staff of such third-party contractors; delays or restrictions on flights or other modes or means of transportation caused by mechanical problems, government officials, telecommunications problems, non-availability of routes, and/or other travel, geographical or weather conditions; and other acts of God and unforeseeable and/or uncontrollable occurrences. The Insured Person agrees to release and to hold the Company, the Plan Administrator and their agents and representatives harmless from, and agrees that the Company, the Plan Administrator and their agents and representatives shall not be held liable or responsible for, any delays, losses, damages, further Injuries or Illnesses, or any other claims that arise from or are caused in whole or in part by the acts or omissions of such independent third-party contractors or their agents, employees or representatives, or that arise from or are caused in whole or in part by any acts, omissions, events or circumstances that are not within the direct and immediate supervision and control of the Company, the Plan Administrator and/or their authorized agents and representatives, including without limitation the events and circumstances set forth above. The Insured Person further agrees that upon seeking an Emergency Medical Evacuation, he or she will cooperate fully as required by the COOPERATION provision. Failure to so cooperate and/or failure to use or accept Emergency Medical Evacuation once it has been arranged by the Company or Plan Administrator will require the Insured Person to reimburse the Company for costs incurred for any Emergency Medical Evacuation that was arranged, but not used, by the Insured Person. Furthermore, the Insured Person may be required to arrange for payment of any subsequent Emergency Medical Evacuation and seek reimbursement thereafter for eligible costs associated with that subsequent Emergency Medical Evacuation.

- J. LOST / STOLEN PASSPORT:** Subject to the Terms of this insurance and in the event the Insured Person's passport is lost or stolen, the Company will reimburse the Insured Person the reasonable, customary and necessary costs incurred by the Insured Person up to the amount shown in the BENEFIT SUMMARY for expenses associated with obtaining a new passport. The insured must submit a copy of the police report substantiating the loss and/or theft of the passport.
- K. RETURN OF MORTAL REMAINS:** In the event of the death of the Insured Person during the Certificate Period as a result of an Illness or Injury covered under this insurance while the Insured Person is outside of his/her Home Country, the Company will reimburse the authorized personal representative or the estate of the Insured Person up to the amount shown in the BENEFIT SUMMARY for the costs and expenses incurred to return the Insured Person's Mortal Remains to his/her Home Country and thereafter to the place of burial or other final disposition (but not including any costs of burial or other disposition); provided, however, that the Company must coordinate and approve all costs and expenses related to the return of the Insured Person's Mortal Remains in advance as a condition to the availability of this benefit; or up to the amount shown in the BENEFIT SUMMARY for preparation, local burial or cremation of the Insured Person's mortal remains at the place of death in accordance with the commonly accepted cultural and religious beliefs practiced by the Insured Person. Coverage is not provided for burial and cremation costs incurred for religious practitioners, flowers, music, food or beverages.
- L. EXCLUSIONS:** All Charges, costs, expenses and/or claims incurred by the Insured Person and directly or indirectly relating to or arising or resulting from or in connection with any of the following acts, omissions, events, conditions, Charges, consequences, claims, Treatment (including diagnoses, consultations, tests, examinations and evaluations related thereto), services and/or supplies are expressly excluded from coverage under this insurance, and the Company shall provide no benefits or reimbursements and shall have no liability or obligation for any coverage thereof or therefor:
- (1) War; Military Action:** The Company shall not be liable for and will not provide coverage or benefits for any claim or Charges incurred with respect to any Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising or incurred in connection with or as a result of any of the following occurrences:

- (a) war, invasion, act of foreign enemy hostilities, warlike operations (whether war be declared or not), or civil war;
- (b) mutiny, riot, strike, military or popular uprising, insurrection, rebellion, revolution, military or usurped power;
- (c) any act of any person acting on behalf of or in connection with any organization with activities directed towards the overthrow by force of the Government de jure or de facto or to the influencing of it by violence of any type;
- (d) martial law or state of siege or any events or causes which determine the proclamation or maintenance of martial law or state of siege; and
- (e) any use of radiological, chemical, nuclear or biological weapons or any other radiological, chemical, nuclear or biological events of any type (including in connection with an act of Terrorism).

Any claim, Charges, Illness, Injury or other consequence happening or arising during the existence of abnormal conditions (whether physical or otherwise), whether or not directly or indirectly, proximately or remotely occasioned by, or contributed to by, traceable to, or arising in connection with, any of the said Occurrences shall be deemed and considered to be consequences for which the Company shall not be liable under the Master Policy or this Certificate, except to the extent that the Insured Person shall prove that such claim, Charges, Illness, Injury or other consequence happened independently of the existence of such abnormal conditions and/or occurrences.

- (2) **Terrorism**: The Company shall not be liable for and will not provide coverage or benefits in excess of the amount shown in the BENEFIT SUMMARY for any claim or Charges, Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising in connection with any act of Terrorism; and provided, further, the Company shall not be liable for and will not provide any coverage or benefits for any claim, Charges, Illness, Injury or other consequence, whether directly or indirectly, proximately or remotely occasioned by, contributed to by, or traceable to or arising in connection with the following:
  - (a) the Insured Person's active and voluntary planning or coordination of or participation in any act of Terrorism; and/or
  - (b) any act of Terrorism that takes place in a location, post, area, territory or country for which the United States Department of State, Bureau of Consular Affairs issued a Travel Warning that was in effect on or within six (6) months prior to the Insured Person's date of arrival in said location, post, area, territory or country; and/or
  - (c) any act of Terrorism that takes place in a location, post, area, territory or country for which the United States Department of State, Bureau of Consular Affairs issues a Travel Warning that becomes effective or is in effect on or after the Insured Person's date of arrival in said location, post, area, territory or country, and the Insured Person unreasonably fails or refuses to heed such warning and thereafter remains in said location, post, area, territory or country.
- (3) **Pre-existing Conditions**: Charges arising or resulting directly or indirectly from or relating to any Pre-existing Condition, as herein defined; and
- (4) **Maternity and Newborn Care**: Charges for pre-natal care, delivery, post-natal care, and care of Newborns, including complications of Pregnancy, miscarriage, complications of delivery and/or complications of Newborns; and
- (5) Charges for Treatment of Mental or Nervous Disorders; and
- (6) Charges for any Treatment or supplies that are:
  - (a) not incurred, obtained or received by an Insured Person during the Certificate Period; and/or
  - (b) not presented to the Company for payment by way of a complete Proof of Claim within ninety (90) days of the date such Charges are incurred; and/or
  - (c) not administered or ordered by a Physician; and/or
  - (d) not Medically Necessary; and/or
  - (e) provided at no cost to the Insured Person or for which the Insured Person is not otherwise liable; and/or
  - (f) in excess of Usual, Reasonable, and Customary; and/or
  - (g) incurred by an Insured Person who was HIV+ on or before the Effective Date of this insurance relating to or arising or resulting directly or indirectly from HIV, AIDS virus, AIDS related Illness, ARC Syndrome, AIDS and/or any other Illness arising or resulting from any complications or consequences of any of the foregoing conditions; whether or not the Insured Person had knowledge of his/her HIV status prior to the Effective Date, and whether or not the Charges are incurred in relation to or as a result of said status; and/or
  - (h) provided by or at the direction or recommendation of a chiropractor, unless ordered in advance by a Physician; and/or
  - (i) performed or provided by a Relative of the Insured Person; and/or
  - (j) not expressly included as Eligible Medical Expenses as defined in the ELIGIBILITY MEDICAL EXPENSES provision; and/or
  - (k) provided by a person who resides or has resided with the Insured Person or in the Insured Person's home; and/or

- (l) required or recommended as a result of complications or consequences arising from or related to any Treatment, Illness, Injury, or supply excluded from coverage or which is otherwise not covered under this insurance; and
- (m) for Congenital Disorders and conditions arising out of or resulting there from; and
- (7)** Charges incurred for telephone consultations except Telemedicine consultations through an established Telemedicine protocol system; and
- (8)** Charges incurred due to a failure to keep a scheduled appointment; and
- (9)** Charges incurred for Surgeries or Treatment or supplies which are:
  - (a) Investigational, Experimental, or for research purposes, and/or
  - (b) related to genetic medicine, genetic testing, surveillance testing and/or wellness screening procedures for genetically predisposed conditions indicated by genetic medicine or genetic testing, including, but not limited to amniocentesis, genetic screening, risk assessment, preventive and prophylactic surgeries recommended by genetic testing, and/or any procedures used to determine pre-disposition, provide genetic counseling, or administration of gene therapy; and
- (10)** Charges incurred while confined primarily to receive Custodial Care, Educational or Rehabilitative Care; and
- (11)** Charges incurred for any Surgery, Treatment or supplies relating to, arising from or in connection with, for, or as a result of:
  - (a) weight modification or any Inpatient, Outpatient, Surgical or other Treatment of obesity (including without limitation morbid obesity), including without limitation wiring of the teeth and all forms or procedures of bariatric Surgery by whatever name called, or reversal thereof, including without limitation intestinal bypass, gastric bypass, gastric banding, vertical banded gastroplasty, biliopancreatic diversion, duodenal switch, or stomach reduction or stapling; and/or
  - (b) modification of the physical body in order to change or improve or attempt to change or improve the physical appearance or psychological, mental or emotional well-being of the Insured Person (such as but not limited to sex-change Surgery or Surgery relating to sexual performance or enhancement thereof); and/or
  - (c) elective Surgery or Treatment of any kind; and/or
  - (d) cosmetic or aesthetic reasons, except for reconstructive Surgery when such Surgery is Medically Necessary and is directly related to and follows a Surgery which was covered under this insurance; and/or
  - (e) any Illness or Injury sustained while taking part in: Amateur Athletics, Professional Athletics, or other athletic activity that is sponsored or sanctioned by the National Collegiate Athletic Association (and/or any other collegiate sanctioning or governing body), or the International Olympic Committee, and adventure sports and activities, including, without limitation the following (including any combination or derivative of the following): abseiling; mountaineering activities where specialized climbing equipment, ropes or guides are normally or reasonably should have been used; athletic or sporting activities (except for activities that are non-contact, non-professional, and engaged in by the Insured Person solely for recreational, entertainment or fitness purposes); aviation (except when travelling solely as a passenger in a commercial aircraft); motocross (MOTO-X); BMX; BASE jumping; bobsledding; bungee jumping; canyoning; caving; hang gliding; heli-skiing; high diving; hot air ballooning; inline skating; jet skiing; jungle zip lining; kiteboarding; kayaking; luge; mountain biking; parachuting; paragliding; parascending; rappelling; racing of any kind including without limitation by horse, motor or other vehicle (of any type) or motorcycle; rock climbing; any rodeo activity; ski jumping; sky diving; snow skiing except for recreational downhill, cross country, and snowboarding (provided that there is no coverage for any Illness of Injury sustained while skiing in violation of applicable laws, rules or regulations; away from prepared and marked in-bound territories; and/or against the advice of the local ski school or local authoritative body); spelunking; surfing; trekking; whitewater rafting; windsurfing; wildlife safaris; and sub-aqua pursuits involving underwater breathing apparatus below a depth of 10 meters. Practice or training in preparation for any excluded activity which results in Illness or Injury will be considered as activity while taking part in such activity; and/or
  - (f) any Illness or Injury sustained while participating in any sporting, recreational or adventure activity where such activity is undertaken against the advice or direction of any local authority or any qualified instructor or contrary to the rules, recommendations and procedures of a recognized governing body for the sport or activity; and/or
  - (g) any Illness or Injury sustained while participating in any activity where such activity is undertaken in disregard of or against the recommendations, Treatment programs, or medical advice of a Physician or other healthcare provider; and/or
  - (h) any Injury or Illness sustained as a result of being under the influence of or due wholly or partly to the effects of alcohol, liquor, intoxicating substance, narcotics or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician but not for the Treatment of Substance Abuse; and/or
  - (i) any Injury or Illness sustained while operating a moving vehicle after consumption of intoxicating liquor or drugs other than drugs taken in accordance with Treatment prescribed and directed by a Physician. For purposes of this exclusion, "vehicle" shall include motorized devices regardless of whether or not a driver or operator license is required (including watercraft and aircraft) and non-motorized bicycles and scooters for which no permit or license is required; and/or

- (j) any willfully Self-inflicted Injury or Illness; and/or
- (k) any sexually transmitted or venereal disease; and/or
- (l) any testing for the following: HIV, seropositivity to the AIDS virus, AIDS related Illnesses, ARC Syndrome, AIDS; and/or
- (m) any Illness or Injury resulting from or occurring during the commission of a violation of law by the Insured Person, including, without limitation, the engaging in an illegal occupation or act, but excluding minor traffic violations; and/or
- (n) any Substance Abuse; and/or
- (o) speech, vocational, occupational, biofeedback, acupuncture, recreational, sleep or music therapy; and/or
- (p) orthoptics, visual therapy or visual eye training; and/or
- (q) any Illness or Treatment of the feet, including without limitation: orthopedic shoes; orthopedic prescription devices to be attached to or placed in shoes; Treatment of weak, strained, flat, unstable or unbalanced feet; metatarsalgia, bone spurs, hammer toes or bunions; and any Treatment or supplies for corns, calluses or toenails; provided, however, that claims for Treatment or supplies for the feet may be eligible for coverage under this insurance at the sole option of the Company and subject to all other Terms of this insurance when related to:
  - (i) an Injury to the foot arising from an Accident covered hereunder; or
  - (ii) an Illness for which foot Surgery is Medically Necessary and determined to be the only appropriate method of Treatment; and/or
- (r) hair loss, including without limitation wigs, hair transplants or any drug that promises to promote hair growth, whether or not prescribed by a Physician; and/or
- (s) any sleep disorder, including without limitation sleep apnea; and/or
- (t) any exercise program, whether or not prescribed or recommended by a Physician; and/or
- (u) any exposure to any non-medical nuclear or atomic radiation, and/or radioactive material(s); and/or
- (v) any organ or tissue or other transplant or related services, Treatment or supplies; and/or
- (w) any artificial or mechanical devices designed to replace human organs temporarily or permanently; and/or
- (x) any efforts to keep a donor alive for a transplant procedure; and/or
- (12)** Any infection of the urinary tract (including, without limitation, infection of the kidney, ureter, bladder, prostate or urethra) and any complication, medical condition or other Illness directly or indirectly arising therefrom, that occurs within ninety (90) days of the Effective Date of this Insurance and that requires Treatment of the Insured Person in a Hospital as an Inpatient; and.
- (13)** Charges incurred for any Treatment or supply that either promotes or prevents or attempts to promote or prevent conception or birth; including but not limited to: artificial insemination; oral contraceptives, Treatment for infertility or impotency; vasectomy or reversal of vasectomy; sterilization or reversal of sterilization; surrogacy or abortion; and
- (14)** Charges incurred for any Treatment or supply that either promotes, enhances or corrects or attempts to promote, enhance or correct impotency or sexual dysfunction; and
- (15)** Charges incurred for Dental Treatment, except for Accident-related Dental Treatment necessary to repair or replace sound natural teeth lost or damaged in an Accident covered hereunder, subject to the limits set forth in the BENEFIT SUMMARY; and
- (16)** Charges incurred for eyeglasses, contact lenses, hearing aids, hearing implants and Charges for any Treatment, supply, examination or fitting related to these devices, or for eye refraction for any reason; and
- (17)** Charges incurred for eye Surgery, such as but not limited to radial keratotomy, when the primary purpose is to correct or attempt to correct nearsightedness, farsightedness, or astigmatism; and
- (18)** Charges incurred for Treatment of the temporomandibular joint; and
- (19)** Charges incurred for any immunizations and/or Routine Physical Examinations; and
- (20)** Charges incurred for any travel, meals, transportation and/or accommodations, except as otherwise expressly provided for in this insurance; and

- (21) Charges or expenses incurred for nonprescription drugs, medicines, vitamins, food extracts, or nutritional supplements; IV vitamin or herbal therapy; drugs or medicines not approved by the U.S. Food and Drug Administration or which are considered "off-label" drug use; and for drugs or medicines not prescribed by a Physician; and
- (22) Charges incurred for radiation therapy or Treatment and chemotherapy; and
- (23) Charges incurred for hospice care; and
- (24) Charges incurred for Treatment or services provided in the Home Country; and
- (25) Charges incurred for Durable Medical Equipment, prosthetics or orthotics.

**M. DEFINITIONS:** Certain words and phrases used in this Certificate are defined below. Other words and phrases may be defined elsewhere in this Certificate, including where they are first used.

**Accident:** An Unexpected occurrence caused by external, visible means and resulting in physical Injury to the Insured Person.

**AIDS:** Acquired Immune Deficiency Syndrome, as that term is defined by the United States Centers for Disease Control.

**Amateur Athletics:** An amateur or other non-professional sporting, recreational, or athletic activity that is organized, sponsored and/or sanctioned, and/or involves regular or scheduled practices, games and/or competitions (collectively, "organized athletic activities"). This definition does not include non-organized athletic activities that are non-contact and engaged in by the Insured Person solely for recreational, entertainment or fitness purposes.

**Ancillary Services:** All hospital services for a patient other than room and board and professional services. Laboratory tests and Radiology are examples of Ancillary Services.

**Application:** The fully answered and signed individual or Family Application/enrollment form submitted by or on behalf of the Insured Person for acceptance into this insurance plan, which Application shall be incorporated in and become part of this Certificate. Any insurance agent/broker or other person or entity assigned to, soliciting, or assisting with the Application is the agent and representative of the applicant/Insured Person and is not and shall not be deemed or considered as an agent or representative for or on behalf of the Company or the Plan Administrator.

**ARC:** AIDS related complex, as that term is defined by the United States Centers for Disease Control.

**Assured:** The Global Medical Services Group Insurance Trust, c/o Mutual Wealth Management Group, Carmel, IN.

**Certificate:** This document, including any Riders, as issued to the Insured Person, which describes and provides an outline and evidence of eligible insurance coverage and benefits payable to or for the benefit of the Insured Person under the Master Policy. The Application and the Declaration are incorporated herein by this reference and made a part hereof.

**Certificate Period:** The period beginning on the Effective Date of Coverage of this Certificate, including any extension purchases, and ending on the earliest of the following dates:

- the termination date specified in the Declaration, or
- the termination date as determined in accordance with the TERMINATION OF COVERAGE FOR INSURED PERSONS provision.

**Charges:** Any cost, fee or tax incurred for Eligible Medical Expenses incurred in the treatment of an Injury or Illness.

**Coinsurance:** The payment by or obligations of the Insured Person for payment of Eligible Medical Expenses at the percentage specified in the Schedule of Benefits/Limits contained herein, and exclusive of the applicable Deductible.

**Common Carrier:** A company or organization that holds itself out to the public as engaging in the business of transporting persons from place to place by air, rail, bus and/or sea for compensation, offering its scheduled services to the public generally, and is licensed by a recognized and approved government authority to transport fare-paying passengers. The term Common Carrier does not include taxi, motorcar, motorcycle, or limousine services, or transportation by animal or human means (for example, by horse, camel, elephant or rickshaw).

**Company:** The "Company," as referred to in the Master Policy and this Certificate, is Sirius International Insurance Corporation (publ), headquartered in Stockholm, Sweden. This insurance and its risks are underwritten by the Company as the insurer and carrier, and the Company is solely obligated and liable for the coverage and benefits provided by this insurance.

**Congenital Disorder:** Physical abnormality that is present at birth.

**Custodial Care:** Those types of Treatment, care or services, wherever furnished and by whatever name called, that are designed primarily to assist an individual in activities of daily life.

**Declaration:** The Declaration of Insurance issued by the Plan Administrator for and on behalf of the Company to the Insured Person contemporaneously with this Certificate evidencing the Insured Person's insurance coverage under the Master Policy as evidenced by this Certificate, which Declaration shall be incorporated in and become a part of this Certificate.

**Deductible:** The dollar amount of Eligible Medical Expenses, as selected on the Application and specified in the Declaration, that the Insured Person must pay per Period of Coverage prior to receiving benefits or coverage under this insurance, and exclusive of Coinsurance.

**Dental Treatment:** Treatment or supplies relating to the care, maintenance or repair of teeth, gums or bones supporting the teeth, including dentures and preparation for dentures.

**Dependent Child:** A Child who meets either of the following conditions:

- (i) under the age of eighteen (18) years old but older than fifteen days (15) days and otherwise eligible for this insurance pursuant to the ELIGIBILITY provision, or
- (ii) who has been properly listed and identified on the Application and for whom the proper Premium has been timely paid.

**Durable Medical Equipment (DME):** Equipment that meets the following criteria: prescribed by a physician, provides therapeutic benefits or enables individuals to perform certain tasks he or she is unable to undertake otherwise due to certain medical conditions or illnesses; can withstand repeated use; is primarily and customarily used to serve a medical purpose; generally is not useful to a person in the absence of an Illness or Injury; and is appropriate for use in the home but may be transported to other locations to allow the individual to complete instrumental activities of daily living, which are more complex tasks required for independent living, examples of which include, but are not limited to wheelchairs (manual and electric), hospital beds, traction equipment, canes, crutches, glucose monitors, walkers, kidney machines, ventilators, oxygen, monitors, pressure mattresses, lifts, nebulizers, bilirubin (bili) blankets and bilirubin (bili) lights.

**Educational or Rehabilitative Care:** Care for restoration (by education or training) of a person's ability to function in a normal or near normal manner following an Illness or Injury. This type of care includes, but is not limited to, vocational or occupational therapy, and speech therapy.

**Effective Date; Effective Date of Coverage:** The date coverage for the Insured Person begins under the Terms of the Master Policy as evidenced by this Certificate, as indicated on the Declaration.

**Emergency:** A medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Insured Person's life or limb in danger if medical attention is not provided within twenty-four (24) hours, based upon a reasonable medical certainty. Immediate medical intervention and attention is required as a result of severe, life threatening or potentially disabling condition.

**Emergency Medical Evacuation:** Emergency transportation from the Hospital or medical facility where the Insured Person is located to a non-local Hospital or medical facility, recommended by the attending Physician who certifies, to a reasonable medical certainty, that the Insured Person has experienced:

- a medical condition manifesting itself by acute signs or symptoms which could reasonably result in placing the Insured Person's life or limb in danger if medical attention is not provided within twenty-four (24) hours; and
- where Medically Necessary Treatment cannot be provided locally, either in the facility of the attending Physician or another local facility.

**EST:** United States Eastern Standard Time.

**Experimental:** Any Treatment that includes completely new, untested drugs, procedures, or services, or the use of which is for a purpose other than the use for which they have previously been approved; new drug procedure or service combinations; and/or or alternative therapies which are not generally accepted standards of current medical practice.

**Extended Care Facility:** An institution, or a distinct part of an institution, which is licensed as a Hospital, Extended Care Facility or rehabilitation facility by the state or country in which it operates; and is regularly engaged in providing twenty-four (24) hour skilled nursing care under the regular supervision of a Physician and the direct supervision of a Registered Nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation prescribed

by a Physician; and provides each patient with active Treatment of an Illness or Injury. Extended Care Facility does not include a facility primarily for rest, the aged, Substance Abuse, Custodial Care, nursing care, or for care of Mental or Nervous Disorders or the mentally incompetent.

**Family:** An Insured Person and his/her Spouse who is covered as an Insured Person under this insurance plan and his/her natural Child or Children who are under the age of eighteen (18) and covered as Insured Persons under this insurance plan.

**HIV:** Human Immunodeficiency Virus, as that term is defined by the United States Centers of Disease Control.

**HIV+:** Laboratory evidence defined by the United States Centers for Disease Control as being positive for Human Immunodeficiency Virus infection.

**Home Country:** For United States citizens, the Home Country is the United States. For non-United States citizens, the Home Country is the country of which the Insured Person is a citizen or national; including any country where the Insured Person maintains his/her primary residence or usual place of abode and any country of which the Insured Person pays income taxes or is the possessor of a validly issued passport. In the event there is more than one Home Country under the above-listed criteria or the person has dual citizenship, the Home Country is the country meeting the above-listed criteria and listed by the Insured Person as his or her Home Country on the Application.

**Home Health Care Agency:** A public or private agency or one of its subdivisions, which operates pursuant to law; and is regularly engaged in providing Home Nursing Care under the supervision of a Registered Nurse; and maintains a daily record on each patient; and provides each patient with a planned program of observation and Treatment prescribed by a Physician.

**Home Nursing Care:** Services and/or Treatment provided by a Home Health Care Agency and supervised by a Registered Nurse, which are directed toward the personal care of a patient, provided always that such care is Medically Necessary and in lieu of Medically Necessary Inpatient care, and not primarily for Custodial Care or rehabilitative purposes.

**Hospital:** An institution which operates as a hospital pursuant to law; and is licensed by the state or country in which it operates; and operates primarily for the reception, care, and Treatment of sick or injured persons as Inpatients; and provides twenty-four (24) hour nursing service by Registered Nurses on duty or call; and has a staff of one or more Physicians available at all times; and provides organized facilities and equipment for diagnosis and Treatment of acute medical, surgical or mental/nervous conditions on its premises; and is not primarily a long-term care facility, Extended Care Facility, nursing, rest, Custodial Care, or convalescent home, a place for the aged, drug addicts or abusers, alcoholics or runaways; or similar establishment.

**Hospitalization; Hospitalized:** Confined and/or treated in a Hospital as an Inpatient.

**Host Countries:** The country or countries other than the Home Country that the Insured Person is traveling. For the purpose of this coverage, the Host Countries are the United States, Canada; and Mexico.

**Illness:** A sickness, disorder, illness, pathology, abnormality, malady, morbidity, affliction, disability, defect, handicap, deformity, birth defect, congenital defect, symptomatology, syndrome, malaise, infection, infirmity, ailment, disease of any kind, or any other medical, physical or health condition. Provided, however, that Illness does not include learning disabilities, or attitudinal or disciplinary problems. All Illnesses that exist simultaneously or which arise subsequent to a prior Illness and which directly or indirectly relate to or result or arise from the same or related causes or as a consequence thereof or from one another are considered to be one Illness. Further, if a subsequent Illness results or arises from causes or consequences that are the same as or related to the causes or consequences of a prior Illness, the subsequent Illness will be deemed to be a continuation of the prior Illness and not a separate Illness.

**Implant:** Any device, object, or medical item that is surgically imbedded, inserted, or installed for medical purposes within or on a patient's body, including for orthotic or prosthetic reasons.

**Injury:** Bodily injury resulting or arising directly from an Accident. All Injuries resulting or arising from the same Accident shall be deemed to be one (1) Injury.

**Inpatient:** A person who has been admitted to and is or will be charged by a Hospital for bed occupancy for purposes of receiving healthcare services while in the hospital. A patient is considered an Inpatient if billed by the Hospital for Charges as an Inpatient, and formally admitted as an Inpatient with the expectation he or she will occupy a bed and (1) remain at least overnight or (2) is expected to need Hospital care for twenty-four (24) hours or more.

**Insurance Contract:** The Master Policy, including the Application, the Declaration, and any Riders, which constitutes the entire agreement between the Insured Person, the Assured and the Company.

**Insured Person:** The person named as the Insured Person on the Declaration.

**Intensive Care Unit:** A cardiac care unit or other unit or area of a Hospital that meets the required standards of the Joint Commission on Accreditation of Healthcare Organizations for Special Care Units.

**Investigational:** Treatment that includes drugs not yet released for distribution by the United States Food and Drug Administration and/or procedures or services which are still in the clinical stages of evaluation.

**Local Ambulance Transport; Local Ambulance Expense:** Transportation and accompanying Treatment provided by designated, licensed, qualified, professional emergency personnel from the location of an Accident or acute Illness to a Hospital or other appropriate health care facility. Local ambulance transport does not include subsequent inter-facility transfers of admitted patients.

**Master Policy:** The applicable Master Policy for ChoiceAmerica™ insurance as issued on an annual basis by the Company to the Assured, and under which insurance coverage and benefits are provided by the Company to the Insured Person, subject to the Terms thereof, and as outlined and evidenced by this Certificate and subject to the Terms hereof. The Company, as insurance carrier and underwriter of the Master Policy, is solely liable and responsible for the coverage and benefits provided thereunder.

**Maximum Limit:** The cumulative total dollar amount of benefit payments and/or reimbursements available to an Insured Person under this insurance during the Insured Person's Certificate Period. When the Maximum Limit is reached, no further benefits, reimbursements or payments will be available under this insurance during the Insured Person's Period of Coverage.

**Medically Necessary; Medical Necessity:** A Treatment, service, medicine or supply which is necessary and appropriate for the diagnosis or Treatment of an Illness or Injury based on generally accepted standards of current medical practice as determined by the Company. By way of example but not limitation, a service, Treatment, medicine or supply will not be considered Medically Necessary or a Medical Necessity if it is provided or obtained only as a convenience to the Insured Person or his/her provider; and/or if it is not necessary or appropriate for the Insured Person's Treatment, diagnosis or symptoms; and/or if it exceeds (in scope, duration or intensity) that level of care which is needed to provide safe, adequate, and appropriate diagnosis or Treatment.

**Mental or Nervous Disorders:** Any mental, nervous, or emotional Illness which generally denotes an Illness of the brain with predominant behavioral symptoms; or an Illness of the mind or personality, evidenced by abnormal behavior; or an Illness or disorder of conduct evidenced by socially deviant behavior. Mental or Nervous Disorders include without limitation: psychosis; depression; schizophrenia; bipolar affective disorder; learning disabilities and attitudinal or disciplinary problems; any disease or condition, regardless of whether the cause is organic, that is classified as a Mental Disorder in the current edition of the International Classification of Diseases as published by the U.S. Department of Health and Human Services; and those psychiatric and other mental Illnesses listed in the current edition of the Diagnostic and Statistical Manual for Mental Disorders published by the American Psychiatric Association. For purposes of this insurance, Mental or Nervous Disorder does not include Substance Abuse.

**Mortal Remains:** The bodily remains or ashes of an Insured Person.

**Outpatient:** A person who receives Medically Necessary Treatment by a Physician or other healthcare provider and is not an Inpatient, regardless of the hour that the person arrived at the hospital, whether a bed was used, or whether the person remained in the hospital past midnight.

**Period of Coverage:** The maximum period of twelve (12) continuous months including the initial Certificate Period and extensions.

**Physician:** A duly educated, trained and licensed practitioner of the medical arts. A Physician must be currently and appropriately licensed by the state or country in which the services are provided, and the services must be within the scope of that license, training, experience, competence, and health professions standards of practice.

**Plan Administrator:** The Plan Administrator for this insurance is International Medical Group®, Inc., 2960 N. Meridian Street, Indianapolis, Indiana, 46208, Telephone Number 317.655.4500, or 1.800.628.4664, Fax Number 317.655.4505, Website: <http://www.imglobal.com>, Email: [info@imglobal.com](mailto:info@imglobal.com). As the Plan Administrator, International Medical Group, Inc., acts solely as the disclosed and authorized agent and representative for and on behalf of the Company, and does not have, and shall not be deemed, considered or alleged to have any, direct, indirect, joint, several, separate, individual, or independent liability, responsibility or obligation of any kind under the Master Policy, the Declaration, or this Certificate to the Insured Person or to any other person or entity, including without limitation to any Physician, Hospital, Extended Care Facility, Home Health Care Agency, or any other health care or medical service provider or supplier.



**Pre-certification; Pre-certify:** A general determination of Medical Necessity, only, made by the Company in reliance and based upon the completeness and accuracy of the information provided by the Insured Person and/or the Insured Person's healthcare or medical service providers, guardians, Relatives and/or proxies at the time thereof. Pre-certification is not an assurance, authorization, pre-authorization or verification of coverage, a verification of benefits, or a guarantee of payment.

**Pre-existing Condition:** Any Injury, Illness, sickness, disease, or other physical, medical, Mental or Nervous Disorder, condition or ailment that, with reasonable medical certainty, existed at the time of Application or at any time during the three (3) years prior to the Effective Date of this insurance, whether or not previously manifested, symptomatic or known, diagnosed, Treated, or disclosed to the Company prior to the Effective Date, and including any and all subsequent, chronic or recurring complications or consequences related thereto or resulting or arising therefrom.

**Premium:** The premium payments required to effectuate and maintain the Insured Person's insurance coverage and benefits under this insurance, in the amounts and at the times ("Due Dates") established by the Company in its sole discretion from time to time.

**Professional Athletics:** A sport activity, including practice, preparation, and actual sporting events, for any individual or organized team that is a member of a recognized professional sports organization, is directly supported or sponsored by a professional team or professional sports organization, is a member of a playing league that is directly supported or sponsored by a professional team or professional sports organization; or has any athlete receiving for his or her participation any kind of payment or compensation, directly or indirectly, from a professional team or professional sports organization.

**Proof of Claim:** Duly completed and signed claim form, authorization to release medical information, Physician, Hospital and other healthcare provider's statement detailing out the cost and services rendered and proof of payment for services rendered. Refer to the PROOF OF CLAIM provision for further details.

**Radiology:** Specialty services that use medical imaging to diagnose and treat diseases seen within the body. Imaging techniques used in radiology include X-ray, radiography, ultrasound, computed tomography (CT), nuclear medicine including positron emission tomography (PET), and magnetic resonance imaging (MRI).

**Registered Nurse:** A graduate nurse who has been registered or licensed to practice by a State Board of Nurse Examiners or other state authority, and who is legally entitled to place the letters "R.N." after his or her name.

**Relative:** A parent, legal guardian, Spouse, son, daughter, or immediate family member of the Insured Person.

**Rider:** Any exhibit, schedule, attachment, amendment, endorsement, Rider or other document attached to, issued in connection with, or otherwise expressly made a part of or applicable to, the Master Policy, this Certificate, the Declaration, or the Application, as the case may be.

**Routine Physical Examinations:** Examination of the physical body by a Physician for preventative or informative purposes only, and not for the Treatment of any previously manifested, symptomatic, diagnosed or known Illness or Injury.

**Self-inflicted:** Action or inaction by the Insured Person that the Insured Person consciously understands will or may cause or contribute, directly or indirectly, to his or her personal Injury or Illness. Self-inflicted specifically includes failure of an Insured Person to follow his or her doctor's orders, complete prescriptions as directed, or follow any health care protocol or procedures designed to return or maintain his or her health.

**Spouse:** An Insured Person's legal husband and/or wife. Such Spouse must have met all requirements of a valid marriage contract in the state of marriage of such parties. The term "Spouse" shall exclude: a husband or wife who is legally separated or divorced from the Insured Person so long as all requirements have been met of a valid separation agreement or divorce decree in the state granting such separation or divorce; and/or spouse who is on active military duty; and/or a Spouse who is covered under this insurance.

**Substance Abuse:** Alcohol, drug or chemical abuse, misuse, illegal use, overuse or dependency.

**Surgery or Surgical Procedure:** An invasive diagnostic or Surgical Procedure; or the Treatment of Illness or Injury by manual or instrumental operations performed by a Physician while the patient is under general or local anesthesia.

**Telemedicine:** The use of medical information (beyond a verbal history) exchanged from one healthcare provider site to another via electronic communications to improve patients' health status. Videoconferencing, transmission of still images, and remote monitoring of vital signs are all considered part of Telemedicine. Telemedicine services that would be considered for Medical Necessity and appropriateness by the Company under the plan would include without limit:

- Specialist referral services which typically involves of a specialist assisting a general practitioner in rendering a diagnosis to guide Treatment.

- Patient consultations using telecommunications to provide medical data, which may include audio, still or live images, between a patient and a Physician or other healthcare provider for use in rendering a diagnosis and Treatment plan. This might originate from a remote clinic to a Physician's office using a direct transmission link or may include communicating electronically.
- Remote patient monitoring using devices to remotely collect and send data from a medical facility to a monitoring station for interpretation. Such applications might include a specific vital sign, such as blood glucose or heart ECG.

**Terms:** Terms, provisions, conditions, definitions, limits, sub-limits, limitations, wordings, restrictions, qualifications and/or exclusions.

**Terrorism:** Criminal acts, including against civilians, committed with the intent to cause death or serious bodily injury, or taking of hostages, with the purpose to provide a state of terror in the general public or in a group of persons or particular persons, intimidate a population, or compel a government of international organization to do or to abstain from doing an act.

**Travel Warning:** Published statement or web-site document issued by the United States Department of State, Bureau of Consular Affairs or similar government agency of the Insured Person's Home Country, warning that travel to specific identified countries is hazardous and is not advised.

**Treated; Treatment:** Any and all undertakings, services and/or procedures rendered or employed with respect to the management and/or care of an Insured Person for the purpose of identifying, testing for, analyzing, diagnosing, treating, curing, resolving, preventing, monitoring, attending to, caring for, controlling and/or combating any Illness or Injury or the symptoms or manifestations thereof, including without limitation: verbal or written advice, consultation, examination, discussion, diagnostic or laboratory testing or evaluation of any kind, pharmacotherapy or other medication, and/or Surgery.

**Unexpected:** Sudden, unintentional, not expected, and unforeseen.

**Usual, Reasonable and Customary:** A typical and reasonable amount of reimbursement for similar services, medicines, or supplies within geographic and/or demographic the area in which the charge is incurred. In determining the typical and reasonable amount of reimbursement, the Company may, in its reasonable discretion, consider one or more of the following factors, without limitation: the amount charged by the provider; the amount charged by similar providers or providers in the same or similar locality; the amount reimbursed by other payors for the same or comparable services, medicines or supplies in the same or similar locality; the amount reimbursed by other payors for the same or comparable services, medicines or supplies in other parts of the country; the cost to the provider of providing the service, medicine or supply; the level of skill, extent of training, and experience required to perform the procedure or service; the length of time required to perform the procedure or service as compared to the length of time required to perform other similar services; the length of time required to perform the procedure or service as compared to national standards and/or benchmarks; the severity or nature of the Illness or Injury being treated; and such other factors as the Company, in the reasonable exercise of its discretion, determines are appropriate.

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# ChoiceAmerica™

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Plan Administered by:



Plan Underwritten by:

